



## **Summary Plan Description**

### **Truist Financial Corporation Employee Assistance Program**

As of  
January 1, 2026

## INTRODUCTION

Truist Financial Corporation (the "Employer") maintains the Truist Financial Corporation Employee Assistance Program ("the Plan") for the exclusive benefit of its eligible Employees and their eligible Dependents. The Plan is intended to and shall be interpreted and administered so as to be (1) an "employee assistance program" (or "EAP") that does not provide for "significant benefits in the nature of medical care or treatment," and that meets that other requirements as set forth in the EAP Final Rule, 29 CFR §2590.732(c)(3)(vi) (identical provisions at 45 CFR §146.145(c)(3)(vi); 26 CFR §54.9831-1(c)(3)(vi)) so as to constitute excepted benefits pursuant to such guidance; and (2) an EAP that does not provide for "significant benefits in the nature or medical care or treatment" and that therefore is not a "health plan" for purposes of Internal Revenue Code Section 223(c)(1) in accordance with Internal Revenue Service Notice 2004-50.

This document constitutes the Summary Plan Description ("SPD") required by the federal law known as the Employee Retirement Income and Security Act ("ERISA"). We encourage plan participants to read the SPD carefully. If you have any questions regarding the information in the SPD, contact the Plan Administrator whose name and address are listed under "Facts About the Plan."

### REQUESTS FOR PLAN DOCUMENTS

**Requests for plan documents must be in writing and sent to:**

**Chairman, Employee Benefits Committee  
Truist Financial Corporation  
214 N Tryon Street, 45th Floor  
Charlotte NC 28202**

**Note that failing to send a written request to the address above will not constitute a request for plan documents.**

**FACTS ABOUT THE PLAN**

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| <b>Plan Name</b>                                    | Truist Financial Corporation Employee Assistance Program<br><br>The Plan is a component plan of the Truist Financial Corporation Active Health Plan (Plan Number 516). |
| <b>Employer Name, Address, and Telephone Number</b> | Truist Financial Corporation<br>214 N Tryon Street<br>Charlotte NC 28202<br>(800) 716-2455, option 1<br><a href="mailto:benefits@truist.com">benefits@truist.com</a>   |
| <b>Effective Date</b>                               | This is a summary of the Plan as amended and restated effective January 1, 2026, and including all subsequent amendments thereto.                                      |
| <b>Name of the Plan Administrator</b>               | Truist Financial Corporation<br>Employee Benefits Plan Committee   |
| <b>Named Fiduciary</b>                              | Truist Financial Corporation<br>Employee Benefits Plan Committee   |
| <b>Address of the Plan Administrator</b>            | Chairman, Truist Financial Corporation<br>Employee Benefits Committee<br>214 N. Tryon Street, 45th Floor<br>Charlotte NC 28202   |
| <b>Agent for Legal Service</b>                      | Chairman, Truist Financial Corporation<br>Employee Benefits Committee<br>214 N. Tryon Street, 45th Floor<br>Charlotte NC 28202   |
| <b>Employer Identification Number</b>               | 56-0939887   |
| <b>Plan Number</b>                                  | 508  |
| <b>Plan Type</b>                                    | An employee welfare benefit plan providing employee assistance program benefits.   |
| <b>Plan Year</b>                                    | January 1 through December 31  |
| <b>Plan Funding</b>                                 | The Employer pays for all of the costs associated with the Plan out of its general assets, subject to any COBRA premiums that may be required of COBRA participants.   |
| <b>Type of Administration</b>                       | The Plan is administered by Lyra Health, Inc. and Lyra Clinical Associates P.C. (collectively "Lyra").   |

## BENEFITS

Lyra and your Employer have created a confidential program designed to help you and your benefits eligible Dependents connect with effective and convenient care for your mental, behavioral and emotional well-being.

Lyra can help address:

- (1) Stress and anxiety
- (2) Burnout
- (3) Sleep disorders
- (4) Family conflicts
- (5) Grief and loss
- (6) Marriage or relationship issues
- (7) Alcohol and substance misuse
- (8) Disordered eating
- (9) Traumatic memories
- (10) Other mental health concerns

Lyra provides you with access to its web-based platform to search for and, where applicable, schedule an appointment for services to support your mental, behavioral, and emotional health. Through Lyra's online platform, or by contacting a Lyra Representative at the number below, you may receive suggestions for licensed behavioral health care professionals ("Provider"), professionals trained in Lyra's Coaching Program ("Coach") and/or other programs available through Lyra's partners, including Lyra Clinical Associates P.C. ("LCA"), a professional medical corporation. In cases where the requested Provider [or Coach] has a calendar integrated with Lyra's online platform, you may also be able to book an appointment through the online platform. Note that in order to receive benefits under this Plan you must use a Provider [or Coach] that is within the Lyra network of providers and coaches.

### **Clinical and Coaching Services**

Lyra, along with LCA, provides short-term, outpatient behavioral health services with LCA's group of top Providers and Coaches in your area up to twelve (12) sessions annually. Behavioral health services can be delivered through in-person sessions, video sessions, and/or by phone, and include assessment of psychological disorders, individual psychotherapy, marital and couples counseling, family therapy, group therapy, support through Lyra's Coaching Program and/or other services as appropriate, or other clinical programs offered by LCA. Lyra's Coaching Program provides one-to-one, personalized support sessions via live video or phone with a Coach, or as applicable, additional follow-up sessions ("Coaching Sessions") and is available to individuals who do not have complex or clinical issues, such as anxiety, depression, or trauma. The Coaching Sessions shall be counted against the 12 sessions available to a User annually. Self-care applications are also available through partners to support emotional or behavioral health needs through a mobile app or website.

Behavioral health services under the Plan are only available through Lyra's group of Providers and Coaches. Lyra combines technology, research backed therapeutic methods and top therapists and coaches to offer

personalized care to you. Lyra can help with stress anxiety, depression, relationship issues, sleep disorders, and other common behavioral health needs.

Sessions shall be counted for every session you have with a Provider or Coach. To the extent that you do not show up to an appointment with your Provider or Coach, or you cancel your appointment with less than 24-hours' notice to the Provider or Coach, you may be charged a fee according to the Provider's or Coach's late-cancellation/no show policy.

Lyra does not guarantee successful clinical outcomes for Users based on its suggestions for Clinical Services, Coaching Program Services or any other Services.

You can access Plan benefits by going to the Lyra online portal <https://truist.lyrahealth.com> or by contacting the Lyra care team at 833-597-2300, You must register with Lyra first (by phone or online) before you can access the benefits of the Plan.

This Plan does not cover (and Lyra does not provide) inpatient, residential treatment, partial hospitalization, intensive outpatient treatment, long term care or counseling, prescription medication, psychiatric services, disability assessments, autism spectrum disorder care, services for remedial education, non-evidence-based behavioral health care, or emergency care. This Plan does not cover (and Lyra does not provide) any benefits that are not clinically indicated.

### **In the Moment Support**

- (1) If you ever need to speak to someone immediately, please reach out to the Suicide & Crisis Lifeline, Dial "988."
- (2) If you are in crisis, please call 911 or go to your nearest emergency room.

### **Lyra Library**

You have access to on-demand, interactive mental health courses through videos, interactive exercises, knowledge checks and resources created by Lyra's team of mental health experts. This eLearning platform allows you to learn at your own pace and build strategies to help improve your well-being at work and home.

### **Lyra Gather**

Lyra Gather is a space for structured discussion groups ("Gatherings"). Gatherings aim to provide a safe space for working professionals to talk with each other about a topic they are personally connected to that impacts how they show up to work. The majority of Gather topics are intended for a particular community or identity group. All Gatherings are led by trained mental health experts with a depth of knowledge about particular social identity groups and their relationship to mental health. Gatherings are intended to be small (less than 50 attendees) to facilitate group conversations about mental health topics and attitudes for a particular community with the goal of increasing education, validation, belongingness, and exposure to diverse experiences.

## **Confidentiality**

Your therapist and Lyra take your privacy and confidentiality very seriously. Lyra and LCA comply with Federal and applicable state, or such equivalent, laws regarding confidentiality of client information. Lyra's Privacy Policy and LCA's [Notice of Privacy Practices](#) details how they use any information they collect, including for treatment, coordination of care, payment and other business operations. They will minimize the amount of information they share without your express consent, however they want to bring your attention to certain circumstances in which they may disclose details of your care:

- (1) Your therapist may share information about your assessment and treatment in an anonymized way with the clinical team at Lyra in order to improve your experience and guarantee that they are providing you with the most effective care possible. You may let them know that you do not want your information shared in this way by speaking with your provider.
- (2) If there is suspected elder, dependent adult, or child abuse or neglect.
- (3) If, in your therapist's judgment, you are in danger of harming yourself or another person, or are unable to care for yourself.
- (4) If you communicate to your therapist a serious threat of physical violence against another person; in these circumstances, your therapist is required by law to inform both potential victims and legal authorities.
- (5) If your therapist is ordered by a court to release information as part of a legal proceeding.
- (6) As otherwise required by law and/or detailed in our [Notice of Privacy Practices](#).

## **ELIGIBILITY**

### **Employee Eligibility**

You are eligible to participate in this Plan if you are an "Employee" of Truist Financial Corporation ("Truist") or a Participating Employer<sup>1</sup> (collectively, "Employer"), however, that no former Employee or Dependents will be covered by any Benefit Plan unless such Benefit Plan expressly covers the individual as a former Employee or as a Dependent of a former Employee, such as in the case of COBRA continuation coverage.

Employee means any common-law employee of an Employer who is paid by an Employer and is treated by an Employer as an Employee for federal payroll tax withholding purposes.

The term "Employee" shall not include:

- (1) Any individual who is performing services for the Employer (i) under an independent contractor or consultant agreement or arrangement with the Employer; (ii) pursuant to an agreement between the Employer and a third party; or (iii) who is treated for payroll purposes as other than an Employee of the Employer even if a court, the Internal Revenue Service, or any other entity determines that such individual is a common law employee;
- (2) Any individual who performs services pursuant to a services agreement between an Employer and

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<sup>1</sup> Participating Employers are listed under Participating Employers below.

- a staffing firm under which the staffing firm has agreed to provide medical coverage;
- (3) Any individual covered by a collective bargaining agreement that does not provide for coverage under the Plan, provided that the type of benefits provided under the Plan were the subject of good faith bargaining between the individual's bargaining representative and an Employer;
  - (4) Any individual who is not defined as an Employee in a Program Document for that particular Benefit Plan;
  - (5) Any individual who is categorized by any Employer as a temporary or contract employee.

If an individual is classified by an Employer, a governmental body, or the judiciary as an Employee, such person, for purposes of the Plan, shall be deemed to be an Employee from the actual (and not effective) date of such classification by Employer or the date as of which such classification by the governmental body or judiciary is final and not appealable.

### **Dependents**

The Plan also covers your Dependents. For purposes of this Plan, "Dependents" means a "Member of your Household." Member of your Household means any individual who resides in your primary residence on a regular and continuous basis.

## **WHEN ELIGIBILITY ENDS**

In general, all benefits end on the date that you or your Dependents are no longer eligible for benefits or that your employment terminates.

### **Your Coverage**

Your coverage ends on the day on which any of the following events occurs:

- (1) Your employment ends, including retirement.
- (2) The Plan is terminated or amended to end coverage for Employees in your classification.
- (3) You are no longer eligible for benefits.
- (4) You die.

### **Coverage for Your Dependents**

Coverage ends for your Dependents when your coverage ends, or on the day on which any of the following events occurs:

- (1) They are no longer an eligible Dependent.
- (2) The Plan is terminated or amended to end coverage for a group that includes your Dependent
- (3) Your Dependent dies.

## PLAN ADMINISTRATION

The Plan Administrator has the full power to administer the Plan, in accordance with its terms, for the exclusive benefit of eligible Employees and their eligible Dependents. For this purpose, the Plan Administrator's powers include, but are not limited to, the following: (a) to make and enforce any rules it deems necessary or proper for the efficient administration of the Plan, (b) to interpret the Plan (any such interpretation, made in good faith, shall be final and conclusive on all persons claiming benefits under the Plan); (c) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan or receive benefits under the Plan (any such decision, made in good faith, shall be final and conclusive on all persons claiming benefits under the Plan); and (d) to delegate its powers or responsibilities under the Plan to other designated entities or individuals. In exercising any of these powers the Plan Administrator shall have the maximum discretion allowed by law.

The Plan Administrator has delegated to Lyra its full power to interpret the Plan and to decide all questions of eligibility for and benefits under the Plan.

## CLAIMS AND APPEALS PROCEDURES

Lyra is responsible for evaluating all requests for Plan services. If your request for Plan services benefit is denied, you may appeal to Lyra for a review of the denied claim and Lyra will decide your appeal in accordance with its reasonable procedures, as required by ERISA. The Plan's claims and appeals procedures are set forth at the end of this SPD.

### **Claims**

A "Claim" is a written request for a benefit under this Plan. In most cases, your Lyra Provider or Coach will file a claim directly with Lyra Health and therefore benefits will be provided and paid without the need for you to file a Claim. However, if you believe that you were not provided benefits to which you are entitled under the Plan, you must file a Claim to get those benefits.

To submit a Claim, you may complete an online form available at [www.lyrahealth.com/feedback](http://www.lyrahealth.com/feedback) or send your Claim in writing to [care@lyrahealth.com](mailto:care@lyrahealth.com) with the following information: your name, phone number, date of birth, employer through whom you receive this benefit, a description of benefit you are requesting under the Plan, and any relevant facts or documents to your request. You may also submit your claim by U.S. mail to Lyra Health, Inc., 270 East Lane, Burlingame, CA 94010. Your claim must be received no later than one year after the date on which the applicable event occurred. If you fail to follow these procedures, the Claim will be treated as if it had not been filed. Lyra has no obligation to notify the Claimant of such failures.

If your Claim is approved, Lyra will provide written or electronic notice of such approval. If your Claim is denied (in whole or in part), Lyra will provide you with written or electronic notice of such denial. The notice of Claim denial will include:

- (1) The specific reason that the Claim was denied;

- (2) A reference to the specific provisions of the Plan on which the denial was based;
- (3) A description of any additional material or information necessary to perfect the Claim and an explanation of why this material or information is necessary;
- (4) A description of the appeal procedures and the time limits that apply to such procedures, including a statement of your right to bring a civil action under ERISA § 502(a) if the Claim is denied on appeal;
- (5) If an internal rule, guideline, protocol, or other similar criterion was relied upon in deciding the Claim, either (A) the specific rule, guideline, protocol, or other similar criterion, or (B) a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the decision and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; and
- (6) If the denial is due to the fact that the services requested were not clinically indicated, either (A) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or (B) a statement that such explanation will be provided free of charge upon request.

Lyra will render a Claim decision no more than 30 days after its receipt of the Claim, unless Lyra requires a 15-day extension of time to review the Claim. If Lyra requires an extension, it will provide you with written or electronic notice of the extension before the initial 30-day period ends. The notice of the extension will include:

- (1) An explanation of the circumstances requiring the extension, which circumstances must be matters beyond the control of Lyra;
- (2) The date by which Lyra expects to render a decision;
- (3) The standard on which your entitlement to a benefit is based; and
- (4) The unresolved issues (if any) that prevent a decision on the Claim, and the information needed to resolve those issues. In the event such information is needed, you will have at least 45 days in which to provide the specified information. In addition, Lyra's time for deciding the Claim will be tolled from the date on which the notice of extension is sent to you until the date on which you respond to the request for additional information.

IF YOU DO NOT AGREE WITH THE DENIAL, YOU SHOULD APPEAL WITHIN 180 DAYS. IF YOU FAIL TO DO SO, THE DENIAL BECOMES FINAL AND CANNOT BE APPEALED. THE APPEAL PROCEDURES ARE BELOW.

## **Appeals**

If a Claim is denied (in whole or in part), you may appeal the denial by providing a written notice of appeal within 180 days after you receive the notice of Claim denial. The notice of appeal should be sent to: [care@lyrahealth.com](mailto:care@lyrahealth.com), along with the details of your appeal. When you submit a notice of Appeal, you may also submit written comments, documents, records, and other information relating to the Claim. Upon request, you are entitled to review and receive, free of charge, copies of all documents, records, and other information relevant to the initial Claim (whether a document is relevant will be determined pursuant to 29 C.F.R. § 2560.503-1(m)(8)).

In deciding the Appeal:

- (1) No deference will be given to the decision denying the initial Claim.
- (2) The Appeal will be decided by an individual who did not decide the initial Claim and who is not a subordinate of anyone who decided the initial Claim.
- (3) The individual deciding the Appeal will review and consider all information you submitted, without regard to whether the information was submitted or considered in conjunction with the initial Claim.
- (4) If the Appeal is based, in whole or in part, on a clinical judgment, the individual deciding the Appeal will consult with a health care professional who has appropriate training and experience in the relevant field—the health care professional will not be an individual who participated in the denial of the initial Claim and will not be the subordinate of any such individual.
- (5) If Lyra obtained advice from any clinical experts in conjunction with the initial Claim, the experts will be identified to you, whether or not Lyra relied on the advice obtained.
- (6) If Lyra obtains new or additional evidence that it intends to consider or rely upon in deciding the Appeal, Lyra will provide the new information or evidence to you as soon as possible and will give you a reasonable opportunity to respond.

If your Appeal is approved, Lyra will provide written or electronic notice of such approval. If your Appeal is denied (in whole or in part), Lyra will provide you with written or electronic notice of such denial. The notice of Appeal denial will include:

- (1) The specific reason or reasons for the Appeal decision;
- (2) Reference to the specific provisions of the Plan on which the Appeal decision is based;
- (3) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim and Appeal (whether a document, record, or other information is relevant to a Claim or Appeal will be determined by reference to 29 C.F.R. § 2560.503-1(m)(8));
- (4) If an internal rule, guideline, protocol, or other similar criterion was relied upon in deciding the Appeal, either (A) the specific rule, guideline, protocol, or other similar criterion, or (B) a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making and that a copy of such rule, guideline, protocol, or other criterion will be provided to you free of charge upon request;
- (5) If the denial is due to the fact that the services requested were not clinically indicated, either (A) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or (B) a statement that such explanation will be provided free of charge upon request;
- (6) A statement of your right to bring an action under ERISA § 502(a); and
- (7) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office."

Lyra will render an Appeal decision no more than 60 days after its receipt of the notice of Appeal.

## **Legal Action**

You must exhaust your administrative claims remedies under these procedures prior to bringing any legal action with respect to a Claim or Appeal. If you have complied with and exhausted the administrative claims procedures and you intend to exercise your right to bring civil action under ERISA Section 502(a), you must bring such action within 12 months following the date on which you submitted the last required appeal. If you do not bring such action within such 12-month period, you will be barred from bringing an action under ERISA related to your claim.

## **COBRA CONTINUATION COVERAGE**

This section has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This section explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). COBRA continuation coverage can become available to you and your Dependents when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review this SPD or contact the Plan Administrator.

### **What is COBRA continuation coverage?**

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a "qualifying event." Specific qualifying events are listed below. You and your Dependents could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event.

### **When is COBRA continuation coverage available?**

In the event of a qualifying termination or death of the Employee, the Employee and his Dependents may continue to access the Plan's benefits as described below.

For all other qualifying events (divorce, separation, or a Dependent loses eligibility for coverage as Dependent), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to:

McGriff COBRA Administration  
cobraadmin@mcgriff.com  
888-888-3442

### **How is COBRA continuation coverage provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, qualified beneficiaries will be automatically enrolled in COBRA continuation coverage (i.e., COBRA continuation coverage is automatic and requires no election).

### **How long does COBRA continuation coverage last?**

For purposes of this Plan, COBRA continuation coverage lasts for 36 months.

### **How much does COBRA continuation coverage cost?**

You do not have to pay for the cost of COBRA continuation coverage. The cost of the coverage is paid by Truist.

### **If you have questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration ("EBSA") in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

### **Keep your Plan informed of address changes**

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### **Contact information**

If you have questions about COBRA continuation coverage under this Plan, contact:

McGriff COBRA Administration  
cobraadmin@mcgriff.com  
888-888-3442

## **PLAN ADMINISTRATION**

The Plan Administrator has the full power to administer the Plan, in accordance with its terms, for the exclusive benefit of eligible Employees and their eligible Dependents. For this purpose, the Plan Administrator's powers include, but are not limited to, the following: (a) to make and enforce any rules it deems necessary or proper for the efficient administration of the Plan, (b) to interpret the Plan (any such interpretation, made in good faith, shall be final and conclusive on all persons claiming benefits under the Plan); (c) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan or receive benefits under the Plan (any such decision, made in good faith, shall be final and conclusive on all persons claiming benefits under the Plan); and (d) to delegate its powers or responsibilities under the Plan to other designated entities or individuals. In exercising any of these powers the Plan Administrator shall have the maximum discretion allowed by law.

The Plan Administrator has delegated to Lyra its full power to interpret the Plan and to decide all questions

of eligibility for and benefits under the Plan.

## LEGAL INFORMATION

### **Plan Eligibility and Scope**

Eligibility in the Plan is limited to the benefits described in this Plan. Eligibility for the EAP does not make you or any of your Dependents eligible for any other benefits, plans, or programs provided by your Employer. Eligibility for any other benefits, plans, or programs is determined separately according to the terms of those benefits, plans, or programs.

### **Interaction with other Plans**

It is not the responsibility of any other party, including, but not limited to, Truist Financial Corporation, the Plan Administrator, the Insurance Company, or any other party to advise you how your eligibility under this Plan may affect your eligibility for any other benefits, plans, or programs that you are or may become eligible for. No such party shall be liable for providing, or failing to provide, advice regarding the impact of this Plan on any other benefits, plans, or programs.

### **Amendment or Termination of the Plan**

The Employer has the right to amend or terminate the Plan at any time. After the Employer has terminated the Plan, no Employee (or their Dependents) shall have any vested right, contractual or otherwise, to any further contributions to or benefits from the Plan. The Plan is not a contract, and Truist does not guarantee and makes no promise to offer a specific level of benefits in the future. The right to future benefits under the Plan will never vest.

The Plan can be amended, modified, or supplemented except by a written amendment duly adopted in accordance with the terms of the Plan. No oral or informal statements, representations, writings, or communications, whether contained in enrollment materials or portals, benefit guides, summaries, presentations, or otherwise, shall be effective to amend, modify, or supplement the Plan regardless of the source. Only written statements that are expressly authorized and issued by the Plan Administrator (or its duly authorized delegate), and that are consistent with the formal terms of the Plan and the benefits provided under it, shall be binding.

### **No Contract of Employment**

The Plan is not intended to, and does not, either directly or indirectly constitute any form of employment contract or other employment arrangement between you and Employer.

### **Alienation**

Benefits under this Plan are not subject to alienation, assignment, garnishment, attachment, execution or levy of any kind. You cannot assign your right to benefits under this Plan, or to pursue legal action to obtain those benefits.

### **Intentional Misrepresentations**

If you commit fraud or make an intentional misrepresentation of a material fact about your participation in the Plan, the Plan has the right to retroactively terminate coverage permanently for you and all of your eligible Dependents. Also, the Plan may seek financial damages caused by the misrepresentations and may pursue legal action against you. Material misrepresentation includes, but is not limited to, submitting falsified claims or covering a Dependent who is ineligible (for instance, adding an individual who doesn't meet the plan qualifications of an eligible Dependent).

### **Governing Law and Venue**

This Plan is governed by and will be construed in accordance with ERISA, and to the extent not preempted by ERISA, by the laws of the state of North Carolina, without regard for any choice of law principles thereof. Unless otherwise provided in this SPD, any legal action related to this Plan shall be brought only in the United States District Court for the Western District of North Carolina and of any court situated in Charlotte, North Carolina.

### **Plan Documents and Information**

You may obtain further information about the Plan by contacting the Plan Administrator. The Employer will make the Plan available for inspection at its offices at no cost upon reasonable notice. Upon reasonable notice and written request a copy of this Plan may be obtained from the Plan Administrator. The Plan Administrator may make a reasonable charge for copies

### **HIPAA Notice of Privacy Practices**

In addition to the [Notice of Privacy Practices](#) provided by Lyra, the Employer also provides you with a Notice of Privacy Practices, which describes the practices the Plan will follow with regard to your personal health information that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). A copy of the Notice is at the end of this SPD and under "Notices" at [benefits.trusit.com](http://benefits.trusit.com). If you would like to receive a paper copy of the Notice, please contact the Plan Administrator.

### **Controlling Documents**

Plan benefits are provided under a contract between the Employer and Lyra. If the terms of this SPD conflict with the terms of the contract, the terms of the contract will control.

### **Qualified Medical Child Support Orders**

The procedures governing QMCSOs are available from the Plan Administrator upon written request.

## YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

As a participant in the Plan (which is a type of employee welfare plan called a “group health plan”) you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all group health plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **PARTICIPATING EMPLOYERS**

### **PARTICIPATING EMPLOYERS**

As of January 1, 2026, the list of participating employers is provided below. This list may be updated at any time without formal amendment to the Plan or this SPD.

AFCO Acceptance Corporation  
AFCO Credit Corporation  
BB&T Collateral Service Corporation  
BB&T Real Estate Funding, LLC  
CB Finance, Inc.  
GFO Advisory Services, LLC  
Grandbridge Real Estate Capital, LLC  
Prime Rate Premium Finance Corporation, Inc.  
Regional Acceptance Corporation  
Service Finance Holdings, LLC  
SunTrust Equity Funding, LLC  
Truist Commercial Equity  
Truist Advisory Services, Inc.  
Truist Bank  
Truist CIG, LLC  
Truist Community Capital, LLC  
Truist Delaware Trust Company  
Truist Equipment Finance Corp  
Truist Investment Services, Inc.  
Truist Leasing Corp  
Truist Merchant Services LLC  
Truist Securities, Inc.

# **TRUIST FINANCIAL CORPORATION HEALTH CARE PLAN**

## **NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR MEDICAL INFORMATION IS IMPORTANT TO US. ADDITIONAL INFORMATION ABOUT TRUIST'S HIPAA FRAMEWORK CAN BE FOUND ON POLICY AND PROCEDURE MANAGER (PPM).**

## Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information below.

If you think that we may have violated your privacy rights, or you disagree with a decision we made about your privacy rights, you may tell us using the contact information listed below. You also may submit a written complaint to the U.S. Department of Health and Human Services. You can contact them directly at <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

We support your right to the privacy of your medical information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

### Contact Information:

HR HIPAA Privacy Officer

Steve Reeder

Address:

Truist Financial Corporation

214 N Tryon Street, 45<sup>th</sup> Floor

Charlotte NC 28202

# **TRUIST FINANCIAL CORPORATION HEALTH CARE PLAN**

## **NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR MEDICAL INFORMATION IS IMPORTANT TO US. ADDITIONAL INFORMATION ABOUT TRUIST'S HIPAA FRAMEWORK CAN BE FOUND ON POLICY AND PROCEDURE MANAGER (PPM).**

## Our Privacy Promise

We will keep your medical information private. We will also give you this notice about our privacy practices, our legal duties and your rights concerning your medical information. We will follow the privacy practices that we describe in this notice while it is in effect. This notice takes effect February 16, 2026. It will remain in effect until it is changed or replaced.

We reserve the right to change our privacy practices and the terms of this notice at any time, as long as the law allows it. We reserve the right to make these changes effective for all medical information that we keep, including medical information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to you at the time of the change. You may request a copy of our notice at any time or see a copy on our Web site at <https://benefits.truist.com/notices.html>.

## Uses and Disclosures of Medical Information

We may use and disclose medical information about you for treatment, payment and healthcare operations. For example:

**Treatment:** We may use and disclose your medical information to a physician or other healthcare professional so they can treat you.

**Payment:** We may use and disclose your medical information for these and other related activities:

- to pay claims from physicians, hospitals and other healthcare professionals for services you received that your health plan covers
- to determine your eligibility for benefits
- to coordinate those benefits
- to determine medical necessity
- to obtain premiums
- to issue explanations of benefits to you

We may disclose your medical information to a healthcare professional or entity also bound by the federal Privacy Rules so they can obtain payment or engage in payment activities.

**Healthcare Operations:** We may use and disclose your medical information in the normal course of our healthcare operations. This includes:

- determining our risk and premiums for your health plan
- quality assessment and improvement activities
- reviewing the qualifications of healthcare professionals; evaluating practitioner and provider performance; conducting training

programs, accreditation, certification, licensing or credentialing activities

- medical review, legal services and auditing, including fraud and abuse detection and compliance
- business planning and development
- business management and general administrative activities, including management activities relating to privacy, customer service, resolving internal grievances, and creating de-identified information or a limited data set.

We may disclose your medical information to another entity that has a relationship with you and is also bound by the federal Privacy Rules, for their healthcare operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, or detecting or preventing healthcare fraud and abuse.

**Your Authorization:** You may give us written authorization to use your medical information or to disclose it to anyone for any purpose. You may revoke your authorization in writing at any time. This will not affect any uses and disclosures that your authorization allowed while it was in effect. Unless you give us a written authorization, we will not use or disclose your medical information for any reason except those described in this notice.

**Your Family and Friends:** We may disclose your medical information to a family member, friend or other person to the extent necessary to help with your healthcare or with payment for your healthcare. We may use or disclose your name, location, and general condition or death to notify, or help notify (including identifying or locating) a person involved in your care. Before we disclose your medical information to that person, we will give you a chance to object to us doing so. If you are not available, or if you are incapacitated or in an emergency situation, we will disclose your medical information based on our professional judgment of what we think would be in your best interest.

### **Employer or Organization Sponsoring Your Group Health Plan:**

We may use your medical information and that of others in your group health plan so we can administer the plan. Please see your group health plan document for a full explanation of the uses and disclosures that the plan sponsor may make of your medical information in providing plan administration.

We may use summary information about those in your group health for two reasons. One is to get premium bids for health insurance coverage. The second is to decide whether to modify, amend or terminate coverage. The summary information we may use summarizes claims history, claims expenses or types of claims those in your group health plan have filed. The plan sponsor may be able to identify you or others from the summary information.

**Underwriting:** We may use your medical information for underwriting, premium rating or other activities we do to create, renew or replace a contract of health

insurance or health benefits. We will not use or further disclose this medical information for any other purpose, except as required by law and allowed by this notice. Note that the Genetic Information Nondiscrimination Act (GINA) prohibits using medical information that is genetic information for underwriting purpose.

**Disaster Relief:** We may use or disclose your medical information to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

**Other Exceptions:** We may use or disclose your medical information as authorized by law for the following purposes:

- as required by law
- for public health activities. These include disease and vital statistic reporting, child abuse reporting, FDA oversight, and to employers regarding work-related illness or injury.
- to report adult abuse, neglect or domestic violence
- to health oversight agencies
- in response to court and administrative orders and other lawful processes
- to law enforcement officials in response to subpoenas and other lawful processes concerning crime victims, suspicious deaths, crimes on our premises, reporting crimes in emergencies, and to identify or locate a suspect or other person
- to coroners, medical examiners and funeral directors
- to organ procurement organizations
- to avert a serious threat to health or safety
- in connection with certain research activities
- to the military and to federal officials for lawful intelligence, counterintelligence and national security activities
- to correction institutions regarding inmates
- as authorized by workers' compensation laws.

**Substance Use Disorder (SUD) Records.** The Plan protects the confidentiality of substance use disorder records in accordance with federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 C.F.R. Part 2, as amended. SUD records include information relating to the diagnosis, treatment, or referral for treatment of a substance use disorder.

Use and Disclosure of SUD Records: The Plan may not use or disclose your SUD records except as permitted by 42 C.F.R. Part 2 and HIPAA. Generally, your written consent is required for the Plan to use or disclose your SUD records or information identifying you as having or having had a substance use disorder, unless otherwise permitted by law. When permitted, disclosures are limited to the minimum necessary and are subject to the requirements of both HIPAA and 42 C.F.R. Part 2.

Consent: With your written consent, the Plan may use and disclose your SUD records for purposes of

treatment, payment, and health care operations, as permitted by HIPAA and only to the extent allowed by 42 C.F.R. Part 2. Even after you provide consent, 42 C.F.R. Part 2 protections continue to apply to your SUD records. You have the right to revoke your consent at any time, except to the extent the Plan has already relied on it.

Legal Proceedings: SUD records that are protected under 42 C.F.R. Part 2 generally may not be used or disclosed in civil, criminal, administrative, or legislative proceedings without your explicit written consent or a court order that complies with Part 2. We will not disclose your SUD records, or provide testimony that reveals the contents of such records, in any legal action unless: (1) you sign a specific written consent authorizing the disclosure; or (2) a court issues an order permitting the disclosure after providing any required notice and opportunity for you and/or the record holder to be heard. Any court order authorizing disclosure must be accompanied by a subpoena or similar legal mandate before records may be produced. These protections apply regardless of whether the proceeding involves treatment, payment, or operations-related matters.

Redisclosure: Recipients of SUD records may not further disclose this information unless the disclosure is permitted by 42 C.F.R. Part 2, either under the same consent or another specific exception. HIPAA alone does not authorize redisclosure of SUD records. Any disclosure of SUD records made with your consent will include a statement that federal law prohibits further disclosure unless permitted by law.

Your Rights: You have the right to request access to your SUD records, request an accounting of disclosures made with your consent for up to three years, and request restrictions on certain uses and disclosures, as permitted by law.

Breach Notification: The Plan is required to notify you following a breach of your unsecured SUD records in accordance with HIPAA's Breach Notification Rule.

For more information about your rights regarding SUD records, please contact the Plan's Privacy Officer or visit the U.S. Department of Health and Human Services website for information on 42 C.F.R. Part 2.

**Health-Related Services.** We may use your medical information to contact you about health-related benefits and services or about treatment alternatives. We may disclose your medical information to a business associate to assist us in these activities.

**Marketing.** The Plan will obtain your written authorization to use or disclose medical information for marketing purposes where the Plan receives financial remuneration or for the sale of medical information. We may use or disclose your medical information to encourage you to purchase or use a product or service by face-to-face communication or to provide you with promotional gifts.

**Psychotherapy Notes.** The Plan will obtain your written authorization to use or disclose medical information with respect to psychotherapy notes, except for limited health care operation purposes.

**Breach.** The Plan is required to notify you if there is a breach of your unsecured protected health information.

## Individual Rights

**Access:** You have the right to look at or get copies of your medical information, with some exceptions. You may request that we provide copies in a format other than photocopies or to request an electronic copy. To get your medical information, you must make a request in writing. You may obtain a form to request access by using the contact information listed at the end of this notice or by emailing [benefits@truist.com](mailto:benefits@truist.com). If you request copies, we will charge you a reasonable fee for each page and for staff time to copy your medical information. We also will charge for postage if you want us to mail the copies to you. If you request another format, we will charge a cost-based fee for providing your medical information in that format. Contact us using the information listed at the end of this notice for a full explanation of our fees.

**Disclosure Accounting:** You have the right to request in writing to receive a list of instances in which we or our business associates disclosed your medical information for purposes other than treatment, payment, healthcare operations, as authorized by you, and for certain other activities for the six years prior to your request. We will give you the date on which we made the disclosure, the name of the person or entity to whom we disclosed your medical information, a description of the medical information we disclosed, the reason for the disclosure, and certain other information. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. Contact us using the information listed at the end of this notice for a full explanation of our fees.

**Restriction:** You have the right to request in writing that we place additional restrictions on our use or disclosure of your medical information. We are not required to agree to these additional restrictions except in limited circumstances, but if we do, we will abide by our agreement (except in an emergency). Any agreement to additional restrictions must be in writing signed by a person authorized to make such an agreement for us. We will not be bound unless our agreement is in writing.

**Confidential Communications:** You have the right to request that we communicate with you about your medical information by other means or to other locations. You must make your request in writing. You must state that the information could endanger you if we do not communicate to you in confidence as you request. We must accommodate your request if it is reasonable, if it specifies the other means or location,

and if it permits us to continue to collect premiums and pay claims under your health plan.

We will not be bound to your confidential communications request unless our agreement is in writing.

**Amendment:** You have the right to request that we amend your medical information. Your request must be in writing. It must explain why we should amend the information. We may deny your request if we did not create the information you want amended and the person or entity that did create it is available or we may deny your request for certain other reasons. If we deny your request, we will send you a written explanation. You may respond with a statement of disagreement that we will add to the information you wanted to amend. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

**Electronic Notice:** If you receive this notice on our Web site or by electronic mail (e-mail), you may request this notice in written form. Please contact us using the information listed at the end of this notice to request this notice in written form.

**Choose someone to act for you.** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

**State Law.** Under the HIPAA privacy and security rules, the Plan is required to comply with State laws, if any, that also are applicable and are not contrary to HIPAA (for example, where state laws may be stricter).

## Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information below.

If you think that we may have violated your privacy rights, or you disagree with a decision we made about your privacy rights, you may tell us using the contact information listed below. You also may submit a written complaint to the U.S. Department of Health and Human Services. You can contact them directly at <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

We support your right to the privacy of your medical information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

**Contact Information:**

HR HIPAA Privacy Officer  
Address:

Steve Reeder  
Truist Financial Corporation  
214 N Tryon Street, 45<sup>th</sup> Floor  
Charlotte NC 28202