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WELCOME TO BB&T!

You matter. It’s an honor to welcome you to BB&T. You’re very important to us. As an associate, you help us fulfill our vision of creating the best financial institution possible. This vision would not be a reality without each member of our organization striving daily to be the best financial services associate possible. We’re here to help you achieve this by providing a work environment where you can learn, grow, and be fulfilled.

When I joined BB&T in 1972, I joined a team of people working together to achieve superior results. I immediately felt a strong sense of purpose within the organization, and I trust that the same will be true for you as you begin your career with BB&T. Whether your role involves providing service to internal or external clients, live out your purpose every day with an enthusiastic positive attitude. You have the exciting opportunity to help build our communities by helping our clients achieve economic success and financial security.

Be proud that you’re part of an organization that has thrived for more than 145 years – through the good times and the challenging times. I’m confident that, by striving for excellence, we will help enrich BB&T’s strong heritage and embrace a bright future.

With your support and commitment, I believe our best days truly are ahead of us.

I’m glad you’re here.

Kelly King
CHAIRMAN & CHIEF EXECUTIVE OFFICER | BB&T CORPORATION
BB&T’S MISSION, VISION, PURPOSE, AND VALUES

At BB&T, it’s about EXCELLENCE.

It’s about the best people creating and building a world-class organization in an ever-changing world. This is the foundation and the motivation behind the commitment to excellence that’s found in our philosophy.

VISION
Our vision is to create the best financial institution possible, to be “The Best of the Best.”

MISSION
Our mission is to make the world a better place to live by:

- Helping our clients achieve economic success and financial security;
- Creating a place where our associates can learn, grow, and be fulfilled in their work;
- Making the communities in which we work better places to be; and thereby:
- Optimizing the long-term return to our shareholders, while providing a safe and sound investment.

PURPOSE
Our ultimate purpose is to create superior long-term economic rewards for our shareholders.

This purpose is defined by the free market and is as it should be. Our shareholders provide the capital necessary to make our business possible. They take the risk if the business is unsuccessful. They have the right to receive economic rewards for the risk they have undertaken.

However, our purpose — to create superior long-term economic rewards for our shareholders — can be accomplished only by providing excellent service to our clients, as our clients are our source of revenues.

To have excellent client relations, we must have outstanding associates to serve our clients. To attract and retain outstanding associates, we must reward them financially and create an environment where they can learn and grow.

Our economic results are significantly impacted by the success of our communities. The community’s "quality of life" impacts its ability to attract industry for growth.

Therefore, we manage our business in a long-term context, as an integrated whole, with the ultimate objective of rewarding the shareholders for their investment, while realizing that the cause of this result is quality client service. Excellent service will be delivered by motivated associates working as an integrated team. These results will be impacted by our capacity to contribute to the growth and well-being of the communities we serve.

VALUES
At BB&T, values are the key elements to our success. They guide us and help us follow a path to excellence in decision making. We believe adherence to the following primary values will lead you, as an individual, and therefore us, as an organization, to create the best financial institution possible.

CHARACTER

Honesty
Be honest, be truthful. Say what you mean and mean what you say. To be honest does not mean that we have to know everything, but it does mean that we must operate in the context of reality and make wise decisions accordingly. Being honest is being consistent with reality.

Integrity
BB&T is a company of the highest integrity. We do not compromise our principles or values, because they are the right way of doing business. We act consistently, because it is in the best interest of our clients and ourselves.
JUDGMENT

Reality (Fact-Based)
Quite simply, what is, is. Being grounded in reality allows us to evaluate where we are as a company and enables us to make the best possible decisions for positive growth and improvement. Evaluate your situation...where you are your reality. Where you want to be will grow from where you are now.

Reason (Objectivity)
The best decisions are made through sound thought processes. At BB&T, we want to constantly motivate our associates to think through the professional challenges they face at work in order to find rational, successful solutions. Think clearly, think logically, think rationally.

Independent Thinking
Creative, independent thinking produces positive change and growth. BB&T rewards those who, based on the reality of the situation, ask the question, “How can I make it better?” Whatever you do, you can do better. Creative thought shows you how.

SUCCESS

Productivity
Productivity increases profitability. At BB&T, we are looking for individuals who want to create, to produce, and who are thereby committed to turning their thoughts into actions that improve economic well-being. At BB&T, healthy profits represent productive work.

Teamwork
Our success is the result of the efforts of many. Without each other, we would never have been able to achieve the success that we have enjoyed. At BB&T, we work in teams and help each other reach our goals. We need exceptional individuals to create outstanding teams.

Justice (Fairness)
At BB&T, we judge our associates based on competency, performance, and character. Individuals are evaluated based on their personal merits. At BB&T, we reward competency, performance, and character.

HAPPINESS

Self-Esteem (Self-Motivation)
Do your work, do it well, and be proud of it. Set strong, realistic personal goals for yourself, and the reward will follow. If you do not want to work hard, work somewhere else. At BB&T, we have a strong work ethic.

Pride
Be proud to be part of an organization that is driven to provide its clients with superior products and service. Be proud to be a member of an organization that constantly strives to live by its values. Be proud to be part of BB&T.

BB&T’S HISTORY

You are about to help us make history. You can be proud to have joined an institution with such a rich heritage! As you read the following account of our history, you will see it is the foundation of what we believe to be the strongest regional financial institution in the country.

In the aftermath of the Civil War, eastern North Carolina lay tattered, battered and torn. It was an easy mark for profiteers and politicians bent on destroying what little remained. There was no money, no law, and precious little trust or faith in the once-proud institutions of the South.

Alpheus Branch, the son of a wealthy planter in Halifax County, first came to Wilson, N.C., to attend Deems Military Academy. After the war, he married Nannie Barnes, the daughter of Gen. Joshua Barnes, one of Wilson’s founders. Branch established a small mercantile business called Branch and Company. Through his business and community involvement, he came to know Thomas Jefferson Hadley, a Wilson County native who was trying to organize the first system of public schools. They joined forces in 1872 to create a banking institution people could believe in and named it Branch and Hadley.

As private bankers, Branch and Hadley accepted time deposits, paid interest and loaned money...
to help rebuild the farms and small businesses in the community. With a place to borrow money at reasonable interest to buy seed and fertilizer, area farmers planted their fields in cotton and, in the early 1880s, experimented with a new money crop, tobacco.

In 1887, Branch bought Hadley’s interest in the bank for $81,000 and changed its name to Branch and Company, Bankers. In 1889, Branch, his father-in-law Gen. Barnes, Hadley, J.F. Bruton, R.L. Thompson and Walter Brodie secured a charter from the North Carolina Legislature to operate the Wilson Banking and Trust Company (later amended to the State Bank of Wilson and to The Branch Banking Company). However, the charter was not implemented until 1900.

Branch died Jan. 3, 1893. The bank continued to grow in the years that followed. In 1900, Branch and Company, Bankers, was sold to Branch Banking and Company, holder of the state charter. On Dec. 20, 1902, the bank opened a savings department, paying 4-percent interest compounded quarterly.

Prior to 1900, virtually no trust business was conducted in North Carolina by institutions. The 1889 state charter authorized the bank to organize a trust department, but changes in the law delayed implementation until 1907. Branch Banking and Company became the first bank in the state to engage actively in trust activities. In 1913, its name was changed to Branch Banking and Trust Company.

America’s entry into World War I saw BB&T engaged in the sale of Liberty Bonds, making loans in a growing economy and gaining a reputation as one of North Carolina’s “big banks.” By 1923, BB&T had exceeded $4 million in assets, a 307-percent increase since 1914. Four new offices were established, an insurance department opened in 1922, and the mortgage loan department began in 1923.

With the stock market crash of 1929, banks that had invested heavily in stocks began to fail. From January 1930 to January 1932, 131 state banks in North Carolina failed. By Dec. 30, 1931, the other seven banks in Wilson had closed. At BB&T, many customers withdrew funds to deposit at the U.S. Post Office in Postal Savings, the only apparent safe investment.

What they did not know was the postal officials took that same money and deposited it in BB&T. While public confidence in banks had disintegrated, the government’s faith in BB&T had not.

As the number of North Carolina banks fell from 489 to 287 between 1929 and 1933, BB&T grew from five branches to 11 and assets increased from $4.7 million to $13.7 million. The period that followed saw even greater growth, more branches and the opening of a bond department.

World War II brought government bonds, investments from other banks and a wartime prosperity that caused people to save because few consumer goods were available. Following the war, as former G.I.s bought cars and other consumer items, BB&T was a source of regular and installment loans.

In the 1960s, BB&T enjoyed unprecedented growth, using mergers, acquisitions, and the opening of new branches to increase assets to $343 million and its number of offices to 60 in 35 cities. Continued growth through the 1970s and 1980s pushed BB&T’s assets to $10.5 billion by 1994, with 263 offices in 138 cities in North Carolina and South Carolina, making it North Carolina’s fourth largest bank.


In 2006, BB&T completed the acquisitions of Main Street Banks Inc. of Atlanta, Ga., and First Citizens Bancorp of Cleveland, Tenn. BB&T completed the acquisition of Coastal Financial Corporation of Myrtle
Beach, S.C., in 2007. BB&T announced it would purchase the personal and business deposits of Haven Trust Bank of Atlanta in an FDIC-assisted deal in December 2008. In August 2009, BB&T acquired the banking operations of Colonial Bank of Montgomery, Ala., in an FDIC-assisted deal, expanding its footprint into Texas and Alabama. In total, BB&T has acquired 73 banks, including The Bank of Kentucky and Susquehanna in 2015 and National Penn in 2016. In addition, BB&T has acquired more than 100 insurance companies and 39 non-banks, which include leasing, technology, insurance premium finance, commercial mortgage, merchant services and other financial service companies.

Building on a tradition of excellence in banking that began in 1872, BB&T offers clients a complete range of financial services including retail, commercial and corporate banking and lending, securities brokerage, asset management, mortgage, insurance and wealth management solutions. Based in Winston-Salem, N.C., BB&T has more than 36,000 associates with over 2,000 branches and offices in 15 states and Washington, D.C.

BB&T’S MANAGEMENT STYLE, COMMITMENT, & BELIEFS

MANAGEMENT STYLE

- Participative
- Team Oriented
- Fact-Based
- Rational
- Objective

Our management process is designed to be participative and team oriented. We work hard to create consensus. When people are involved in the decision process, better information is available to make decisions. The participant’s understanding of the decision is greater and, therefore, execution is better.

Our decision process is disciplined. Our decisions will be made based on facts using reason.

The best objective decision will be the one which is enacted.

MANAGEMENT’S COMMITMENT

2. Provide a comprehensive and market-competitive benefit program.
3. Create a place where associates can learn and grow.
4. Train associates so they are competent to do the work asked of them.
5. Evaluate and recognize performance objectively, fairly, and consistently based on the individual’s contribution to the accomplishment of our mission and adherence to our values.
6. Treat each associate as an individual with dignity and respect.

Management’s Beliefs

BB&T has been fortunate to grow and prosper in the past 145 years of business. BB&T’s Executive Management Team has led the Company to the top of the financial services industry. In today’s fluctuating economy, BB&T has been rated one of the country’s safest and soundest financial institutions. As we continue to grow and expand our footprint, BB&T strives to be among the top five financial holding companies in every market it serves. This vision, drive, and commitment to excellence from this exceptional team of professionals have led us closer to our target goal - to be “The Best of the Best.”

On the following pages, the members of BB&T’s Executive Management Team have shared part of their personal vision and thoughts about what has made them successful, what makes BB&T successful, and what makes a BB&T associate succeed in the organization.
“Pursue every opportunity you are given with excitement, and be determined to be the best you can be in every assignment. Believe in the philosophy ‘if it is to be, it is up to me.’ Remember that beliefs drive behaviors, and behaviors drive results.”

Kelly joined BB&T in 1972, and has been a member of BB&T’s Executive Management Team since 1983. After graduating from the Leadership Development Program, Kelly served BB&T in various roles including manager of Branch Administration, manager of the BB&T Banking Network, President, and Chief Operating Officer. In 2009, the Board of Directors voted unanimously to promote Kelly to Chief Executive Officer.

To Kelly, one of the key components of his success is the support he has received from his fellow associates. “In addition to your personal commitment of responsibility, always remember to be supportive of your fellow associates. Try to be the first to cheer for your team’s accomplishments."

“God has blessed me with the opportunity to work with associates who have been committed to being the best of the best.” Committed associates who focus on client service are the cornerstone of BB&T’s success as a company. “Without a doubt, BB&T’s success is dependent on the fact that we have the best associates in the industry.”

“The path to success is not something that finds you. A strong work ethic coupled with the focus on the task at hand will enable you to achieve great results which in turn will lead to opportunities, success, and positive self-esteem. In the long run, people are not lucky, they create their own opportunity.”

Daryl began with BB&T in January of 2008, and served as Assistant Chief Financial Officer before joining the Executive Management Team. He began his financial services career in the Management Development Program at U.S. Bancorp predecessor Star Banc. Daryl served as treasurer for the last 10 years and served in various other key roles, including financial analyst, asset/liability manager, investment portfolio manager, and funds manager. He is a chartered financial analyst and a member of the CFA North Carolina Society.

“Every person counts, and has the ability to contribute to the success of BB&T. It is up to each and every one of us to step up and be the very best we can based upon our God given talents. At the end of the day, we are paid to contribute our thoughts to our managers, but also get the job done. In the competitive environment in which we operate, the winners in our industry will be the ones that execute their strategies the most effectively.”
BB&T is committed to providing an environment for associates to be fulfilled in their work. I would encourage each associate to take advantage of all opportunities and assignments to learn and grow. Be passionate about continuous development and exhibit a growth mindset.”

Bennett joined BB&T in 1985 through the Leadership and Development Program. After graduating from the program, he held various roles including credit analyst and senior credit officer of the Eastern Region. In 2000, Bennett was named manager of Electronic Delivery Systems, which was comprised of the ATM, Online Banking, and Call Center channels along with the Debit Card product line. He was named president of Payment Solutions in 2005 where he had responsibility for Merchant, International Services, Treasury Services and Commercial Deposits, Association Services, Bankcard, and Retail Payments.

In 2016, Bennett was named BB&T’s Chief Digital Officer. In this role, Bennett is responsible for establishing our future digital strategy and working with lines of business to develop a digital roadmap to ensure we are always relevant, competitive, and providing a complete digital experience for our clients.

Most recently, Bennett was named Manager of Operations Shared Services with oversight for the operational functions of Deposits, Lending and Card-based services, as well as Intelligent Automation.

“Client service is an important component of BB&T’s value proposition. Keeping the client top in mind will drive continued strong performance in the future. Each associate, regardless of their role, contributes to the delivery of the Perfect Client Experience by being reliable, responsive, empathetic, and competent.”

To be successful you must set goals for the future, but so much of your success depends on today. Do your job well and with pride. Feel good about your contribution and feel good about yourself every day.”

Barbara began with BB&T in 1988 in the Leadership Development Program. She has spent various parts of her career in the Community Banking Division, the Operations Division, and the Risk Management Organization. Barbara now manages our Data and Technology Services Area which includes IT, the Enterprise Data Office, and the Digital Channel. She joined BB&T’s Executive Management Team in 2003.

“It is amazing to watch the teamwork and success of the associates at BB&T. Once the team has developed their goals, they work diligently to accomplish the tasks set before them. Our associates are determined to make BB&T ‘The Best of the Best.’”
Believing that doing your job well makes a difference in the lives of our clients, fellow associates, and for the communities we serve is key to BB&T’s success. Knowing this to be true, we should enthusiastically approach every assignment.

Jim began his 22-year career as part of BB&T’s Leadership Development Program in 1996 and eventually held roles as Regional Financial Analyst, Business Services Officer, Credit Analysis Manager, Senior Credit Officer, and Regional Loan Administrator. In May 2009, he was named Credit Risk Review Manager, and in September 2012 he was named Chief Operational Risk Officer. Jim was named to his current role as Deputy Chief Risk Officer in January 2016. In this role, Jim supports Chief Risk Officer Clarke Starnes with effective risk management practices, building on the team’s commitment to the long-term strength and stability of BB&T. In August 2016, Jim was appointed to BB&T’s Executive Management team.

“BB&T associates enthusiastically working together will allow us to achieve our vision to CREATE THE BEST FINANCIAL INSTITUTION POSSIBLE.”

“For me, success is knowing I have always been true to myself by living a life consistent with my values.”

Donna Goodrich is Senior Executive Vice President and Treasurer at BB&T in Winston-Salem, North Carolina. After graduating from the University of Virginia in 1985, she joined the bank in the Leadership Development Program. She has held the positions of Retail Services Officer, Financial Center Manager, Mergers and Acquisitions Analyst, Asset/Liability Management Specialist, Deposits and Corporate Funding Manager, Deposit, Payment and Operations Services Manager and Deposit Operations and Fraud Manager. She serves on the Senior Leadership Team for the bank and on several committees including the Market Risk, Liquidity, and Capital Committee. Donna has also served as Chair of the Board of Directors of the Federal Home Loan Bank of Atlanta and Chair of the North Carolina Bankers Association.

“Develop a passion for learning and a commitment to always doing your best.”
"I enjoy going to work every day at BB&T. I believe in what I do and in my organization. I'm confident in the people who surround me. I learned a long time ago the only way you succeed is by working together."

After completing BB&T’s Leadership Development Program in 1985, Chris began his banking career in various leadership positions within the Community Banking group. Chris served as city executive in Wilson and Greensboro, North Carolina; regional president of the Hampton Roads (Virginia) and Atlanta regions; and Georgia state president. In 2005, he was named chief financial officer and, in 2008, he assumed his current role as chief operating officer. A member of BB&T’s Executive Management Team since 2004, Chris oversees Commercial and Retail Community Banking; Data and Technology Services; Digital, Client Experience and Marketing; Financial Services and Commercial Finance; Legal; Insurance Holdings; and Operations Shared Services.

“Our philosophy really perpetuates our success and helps me succeed as a leader. With BB&T’s vision to create the best financial institution possible – the ‘Best of the Best’ – we strive to attract and retain bright, hardworking people who believe in our values and consistently display integrity, focus and commitment.”

"There are two important things we give to our children: one is roots, and the other is wings."

Bob joined BB&T in 2005 as associate general counsel, responsible for the Mergers and Acquisitions and Corporate, Securities and Regulatory Practice Groups. Prior to joining BB&T, Bob was in private practice in Cleveland, Ohio providing counsel to financial institutions and their affiliates. His work included all aspects of general corporate and commercial representation for Fortune 500 companies. A native of Dayton, Ohio, Bob has over 20 years of financial institution experience. As leader of the Legal Department, he has held the roles of chief legal advisor to Executive Management and the corporate and bank Board of Directors since 2010. Bob joined BB&T’s Executive Management team on January 1, 2014. In addition to managing the Legal Department, Bob also has roll-up responsibilities for Government Affairs, Human Systems, the BB&T Leadership Institute and Corporate Social Responsibility/Community Reinvestment Act, and chairs the Executive Diversity and Inclusion Council and the Contributions Committee which oversees charitable activity for the organization. Bob and his wife Julie are the proud parents of three teenage children, Logan, Riley and Olivia.

“Change is constant. BB&T’s ability to navigate and excel within an ever-changing environment is both our greatest opportunity and challenge. I believe our strong culture rooted in over 140 years of history and tradition is our competitive advantage and will ultimately ensure BB&T continues its long-term track record of success for the decades to come.”
“We are all fortunate to work at an organization where the sky is the limit for each of us. Have fun working hard, be observant, learn from the great things happening every day, be open to listen to those around you, and enjoy the journey.”

Brant has more than 20 years of banking experience that began in BB&T’s Leadership Development Program in 1998. He has served in various roles including: credit analyst in Business Loan Administration; business services officer and business banking manager in Charlotte, N.C.; business and retail banking manager in Washington, D.C.; Baltimore market president; regional president of the Chesapeake Region; Maryland state president; Georgia state president; regional president of the North Texas Region; and most recently Lending Group manager. Brant joined BB&T’s Executive Management team in 2016.

Brant is president of BB&T’s Community Bank Retail and Consumer Finance businesses. He oversees the banking operations for BB&T’s 1,900 financial centers within 20 banking regions. Brant also oversees the consumer finance segments, which include; Mortgage, Dealer Retail Services and Regional Acceptance Corporation, Sheffield Financial, Recreational Lending, Commercial Equipment Capital, BB&T Bankcard, BB&T Retail Payments and Merchant Services as well as the Care Center, Virtual Banking Centers, Deposit and Loan Products, ATM Channel, Small Business Delivery and all retail loan approval channels.

“Our ability to remain a best of the best organization is dependent on having bright, capable, committed, and highly trained associates who put serving our clients, communities, and shareholders first.”

“Purposeful and challenging work assignments allow our associates the opportunity to positively impact the quality of their lives, as well as co-workers, clients, and the communities we serve.”

Clarke joined BB&T in 1982. After graduating from BB&T’s Leadership Development Program, he managed BB&T’s loan officer development program and Credit Analyst Department. He later served as a business services manager, regional senior credit officer, regional loan administrator for corporate accounts, direct retail lending risk manager, and specialized lending manager. He was named to BB&T’s Executive Management Team in December 2006. In July 2009, he was named BB&T’s Chief Risk Officer.

“BB&T provides a unique opportunity for each and every associate to achieve their full career potential. As associates are successful in this endeavor, the organization’s full potential is also realized, supporting our mission, vision, and value system.”
“To achieve BB&T’s vision of being the best of the best, we, as associates, have to begin every day with a smile and a commitment to the critical elements of success - courage, competence, conviction, and cause. We also have to be passionate about working very hard for the client every day. Most importantly, we have to have fun while doing it!”

David joined BB&T in 1995 as a business services officer focusing on middle market C&I and CRE lending. In 2000, David became a city executive of his native Raleigh, NC and five years later was named regional president of the Triangle Region. In 2010, David was promoted to Community Bank Group Executive where he was responsible for nine community bank regions. In 2016, David was promoted to the Executive Management team representing the voice of the client by providing Executive Management with a unique vision and perspective on our Community Bank clients and their needs. In 2017, David was promoted to President, Community Banking where he oversees 24 banking regions throughout the entire footprint of BB&T.

“As a quality differentiated provider, it is imperative that we deliver the Perfect Client Experience at every opportunity. However, given today’s discerning consumer, being reliable, responsive, empathetic, and competent is really just the starting point. We have to remember that our clients have options, and thus we must also strive to be the most responsive and pleasurable to do business with in the financial services industry. As individuals, we must accept the responsibility of owning the client experience, and we must be empowered to do what is right for the client every day. We also have to add value to each interaction with our clients - either by delivering sound financial advice or some other form of intellectual capital - in order to position ourselves as a partner and trusted advisor.”

“Working in financial services, and especially at BB&T, is not a job or career, it’s a calling. It’s our calling to do meaningful, impactful, purposeful work focused on helping our client achieve their financial dreams.”

Dontá began his BB&T career in 1995 working in bank operations while in college. Over the more than 20 years he has spent in banking, Dontá served in several business development, lending, and management roles in retail and commercial banking. He also held area executive, regional president, and state president roles in the Community Bank in a number of regions.

Named to the Executive Management team in 2016, Dontá serves as a champion of the client. He leads BB&T’s enterprise sales and client service performance. He is responsible for marketing, enterprise sales (IRM, enterprise client experience (PCE), social media strategy, corporate communications, CRA and community development, multicultural banking, virtual banking and the client care call centers.

“We are blessed to be able to work in the noble profession of financial services, allowing us to care for and educate our communities so that we can positively change the financial lives of our neighbors.”
RUFUS YATES
SEVP, PRESIDENT & CEO, BB&T SECURITIES, LLC, FINANCIAL SERVICES & COMMERCIAL FINANCE MANAGER | BB&T CORPORATION

“We are fortunate to be part of a company with a strong heritage of developing great industry and community leaders. Our culture of encouraging and motivating associates to continually learn, allows each of us to reach beyond boundaries, perform above expectations and contribute meaningfully to the clients and markets we are chartered to serve.”

Yates joined BB&T through the merger of equals between BB&T and Southern National Bank in 1989. Yates joined BB&T’s Executive Management Team in 2012. Prior to this, he was the Chief Lending Officer for American Bank, which he co-founded in 1986. American Bank was acquired by Southern National Bank in 1989. From 1979 to 1985, Yates worked for Wachovia Bank, managing large corporate relationships throughout the southeastern United States.

As BB&T’s Financial Services and Commercial Finance Manager, Yates manages the Wealth and Retirement Division, Sterling Capital Management, Grandbridge Real Estate Capital, and Capital Markets Corporate Banking. In addition, as President and Chief Executive Officer of BB&T Securities, Yates is responsible for the Securities Division which includes the Capital Markets Equity and Debt Origination groups and the retail brokerage network, which conducts business under the names BB&T Scott & Stringfellow and BB&T Investments.

Yates serves on the boards of BB&T Securities and Sterling Capital Management. He has been an active member of SIFMA and the ABA Securities Association.

“Leadership is about inspiring others. When you pursue challenges that seem insurmountable, problems that appear unsolvable and opportunities that look unreachable, you will be amazed how quickly you reach and exceed your goals, inspiring others along the way. The mission, vision and values of this company are in your hands, engage and be part of continuing BB&T’s legacy of excellence.”

BB&T HUMAN SYSTEMS DIVISION

Whether you are starting your career with BB&T or you are a tenured member of the BB&T team, you play an integral role in BB&T’s success. Associates have varying needs, and the Human Systems Division consists of several interrelated departments that work together to meet this wide range of needs. Together, we constantly strive to improve and enhance the benefits and services we provide BB&T associates.

The Human Systems Division publishes the EXCELLENCE Associate Handbook each year to introduce new associates to BB&T’s policies, procedures, benefits, and services and to apprise all members of the BB&T team of important updates and changes. We hope this handbook will be the first source you consult for answers to questions concerning your employment, benefits, and other issues pertaining to your career with BB&T.

The Human Systems Division manages many functions relating to our largest investment, our human capital. These functions include:

- Recruiting
- On-Boarding
- Benefit Plans
- Wellness Programs
- Leave Management
- Compensation & Incentive Plans
- Payroll
- Performance Management
- Merger Assimilation
- Diversity & Inclusion Programs
- Associate Well-Being
- Learning & Development
- Mentoring Programs
- BB&T Banking School
- Leadership Development & Early Career Programs
- Associate Relations
- Ethics Management
- Associate Engagement

At BB&T, we work hard to provide you with the best possible programs and excellent client service. If you have any questions about our policies, your benefits, or other services the Human Systems Division provides, please do not hesitate to contact the Human Systems Service Center at 800-716-2455 or contact your Regional Associate Relations Manager.

Tim Davis | Executive Vice President & Chief Ethics Officer | BB&T Corporation | Human Systems Division Manager
POLICIES & PROCEDURES

choices that lead us to our peak.
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INTRODUCTION

In keeping with our mission and values, BB&T has developed policies and procedures that are designed to create an efficient, productive, and just workplace.

This section of your EXCELLENCE Associate Handbook will provide you with an overview of some of the policies and procedures that impact BB&T associates. Specific provisions of these policies are set forth in the full policy documents, which are available on Policy Point. Such policies should generally be seen as granted privileges rather than ensured entitlements. These policies apply to BB&T Corporation and its subsidiaries and affiliates (BB&T), unless an exception is approved by the Human Systems Division. If you need an explanation of a specific policy or procedure, please contact your manager or your Regional Associate Relations Manager.

This handbook is not a contract of employment. The policies and procedures set forth in this handbook are offered by BB&T as guidelines only. BB&T reserves absolute discretion to deviate from the policies and/or procedures set forth herein and to alter, amend, delete, or revise the policies and/or procedures set forth herein as it deems appropriate and in the best interests of BB&T.

Annual Certification Requirements
Study the following policy statements carefully, for you will be asked to certify each year that you have read them, understand them, and will abide by them as a condition of employment.

ASSOCIATE CONDUCT

The relationship between the client and financial services provider is one of mutual trust and respect. A client judges a company by the people who work there, the reception received, and the manner in which all transactions, large or small, are handled. The client expects accuracy, efficiency, and personalized service and assumes that each BB&T associate has a high degree of integrity.

THE BASICS

■ Treat everyone in a fair and honest manner.
■ All associates are subject to an initial introductory period on the job of at least three months. At the end of three months, you will have a review with your supervisor to evaluate your job performance and ensure that you are performing the tasks you were hired to perform.
■ You are given a performance-based salary review at least once a year.
■ Occasionally, individuals violate policies and ignore the standards of conduct to the extent that action must be taken for the benefit of all concerned. When action is taken, notes outlining the action are made a part of the associate’s record.
■ If a problem or complaint arises, associates are encouraged to notify the appropriate supervisor. In most cases, the supervisor, along with their direct manager, can solve the problem. If the matter cannot be properly handled within your department or financial center, you may discuss the situation with your Regional Associate Relations Manager.
■ Most associates are required to maintain a daily record of hours worked. Managers will approve the associates’ attendance records.
■ You are needed and expected to be at work!

BB&T CODE OF ETHICS FOR ASSOCIATES

Our commitment to excellence is grounded in the BB&T Code of Ethics for Associates (the Code). BB&T was built on its strong values and high ethical standards. Our continued success depends upon each associate’s pledge to uphold the Code.

You are expected to adhere to ethical standards deemed appropriate of associates in the financial services industry. Abiding by the Code is a condition of employment. Further, once employed by BB&T, annual re-certification of the Code is required. You can access the Code by clicking “Ethics @ BB&T” in the Quick Links section on the InSite homepage.
Within 90 days from the date of your employment (90 days from the date of conversion for merged associates), you will need to fully familiarize yourself with the Code. After reviewing the Code, access the Learning Center via InSite and complete the online course for the Code. If you do not have access to BB&T’s InSite, you should use the Code, the tutorial questions, and your manager to confirm your understanding.

If you have questions regarding the content of the Code, please discuss the issue with your manager.

PERSONAL RESPONSIBILITY
BB&T takes the steps necessary to properly screen new associates and communicate to current associates its expectations around ethical behavior as well as legal and regulatory compliance. If you ever feel that you have discovered or observed behavior that violates any of the principles set forth in the BB&T Code of Ethics for Associates, any subsidiary code of ethics or conduct, corporate policy, or law or regulation, you should advise your manager immediately. If for any reason you are concerned about such direct reporting, and have concerns about a legal or accounting issue, you may follow the guidelines listed on BBT.com (About BB&T > Investor Relations > Corporate Governance > Accounting, Securities, and Legal Violations Policy). Other concerns regarding unethical behavior may be reported using any of the methods listed in the BB&T Code of Ethics for Associates. Any method of properly reporting such concerns will afford you protection from any retaliatory response (often known as “whistleblower protection”).

EXCELLENCE IN THE WORKPLACE
It takes all the skills, best efforts, and teamwork of all associates to maintain the high standards demanded of us by our clients. We know that you welcome the opportunity to contribute to the growth and development of your company, just as we welcome the opportunity to develop employment policies that benefit associates. The following are a few key points you need to know as an associate of BB&T:

- We have always had a tradition of providing excellent service to our clients. This is the cornerstone of our growth and success.
- You are BB&T and you create our clients’ first impressions of BB&T, either in a professional or casual setting.
- Know your company! Become familiar with all the services and departments at BB&T.
- You are “The Best of the Best!”

COURTESY AND COOPERATION
We uphold the highest expectations for our associates to be courteous and cooperative with clients of BB&T, as well as with co-workers and associates. We expect you to treat others with respect.

The outstanding reputation enjoyed by BB&T and its officers and associates has evolved over a long period of time as a result of practicing ethical, competitive principles. Serving BB&T’s customers in a positive and friendly manner will result in a more effective and lasting customer relationship than will a relationship based upon unjust criticism of our competition.

Unethical competitive practices, including inappropriate derogatory remarks about a competitor, are not in keeping with BB&T’s high standards and should be avoided at all times.

BB&T CORPORATION NON-DISCRIMINATION POLICY
BB&T is committed to meeting the banking needs of the communities we serve and to our policy not to discriminate (treat more or less favorably) against any borrower or credit applicant on the basis of race, color, ethnicity, religion, national origin, sex, sexual orientation, gender identity, military status, handicap or disability, marital or familial status, age (provided the applicant has the capacity to enter into a binding contract), that all or part of the applicant’s income is derived from a public assistance program, or that the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act.

It is BB&T’s policy not to discriminate on the basis of the current or prospective location of a consumer’s
residence or a business location within our community assessment areas.

The equal and fair treatment of all credit applicants and existing borrowers in all aspects of a credit transaction, without regard to any of the prohibited characteristics listed above, is an integral part of BB&T’s fundamental mission to help our clients achieve financial security and economic success. Denying or limiting any segment of our market areas’ population equal access to basic economic opportunities, such as home ownership or credit, is morally wrong and contrary to BB&T’s core values.

BB&T will affirmatively solicit credit applications from all segments of its delineated communities and provide ongoing outreach activities to assure minority consumers and business owners that credit is available on a fair and equitable basis. Such policies and practices will also include the requirement for assistance to be consistently provided to applicants in how to best qualify for suitable credit products appropriate for their individual financial situation and to ensure that all persons inquiring about credit are provided equivalent information and encouragement.

BB&T personnel will comply with all fair lending laws and regulations, including the Equal Credit Opportunity Act, the Home Mortgage Disclosure Act, the Fair Credit Reporting Act, the Fair Housing Act, the Americans with Disabilities Act, and the Community Reinvestment Act. Where local laws and regulations impose a higher standard than those set in this policy, the standards under local law or regulation must be followed. This policy applies to all lending lines of business and subsidiaries of BB&T, each of which is responsible for policies, process, and procedures to ensure compliance with this policy and BB&T’s Principles for Fair and Responsible Lending.

**PERSONAL APPEARANCE POLICY**

BB&T Corporation requires each associate’s dress, grooming, and personal hygiene be appropriate to the work environment as defined in the HS 8002 Personal Appearance of Associates Policy.

**Dress Code for Client-Facing Positions**

Associates must present a professional image to clients, prospective clients, and the public at all times during work hours and at BB&T events.

All associates in client-facing positions must dress in business attire during work hours and at work-related events. Associates in client-facing positions may wear non-business attire when explicitly permitted by the associates’ managers. Situations in which a manager may grant an exception include regulatory accommodations, special clean up days, moving days, off site meetings, planning sessions, or team building sessions.

Regional Presidents and Business Unit Managers may permit “business casual days” on Fridays for client-facing associates. In such cases, associates must dress in “business casual” attire as outlined in the Dress Code for Non-Client Facing Associates section.

**Acceptable Business Attire***

Associates in a Business Unit must dress in business attire following the criteria defined below:

<table>
<thead>
<tr>
<th>Blazer/Sport coats</th>
<th>Dress skirts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blouses</td>
<td>Dress pants with a jacket, blazer or sports coat (**see note for non-officers)</td>
</tr>
<tr>
<td>Dresses</td>
<td>Hose (optional)</td>
</tr>
<tr>
<td>Dress boots</td>
<td>Ties (required for men)</td>
</tr>
<tr>
<td>Dress shirts</td>
<td>Socks (required for men)</td>
</tr>
<tr>
<td>Dress shoes: Open or close-toed flats, mid or high heels, lace-up leather dress shoes, slip on-leather dress shoes</td>
<td>Men’s suits</td>
</tr>
<tr>
<td></td>
<td>Women’s suits with matching or coordinating skirts or pants</td>
</tr>
<tr>
<td></td>
<td>Sweaters (women only)</td>
</tr>
<tr>
<td></td>
<td>Turtlenecks (women only)</td>
</tr>
</tbody>
</table>

*In line with the Personal Appearance of Associates Policy and regulations concerning gender identity and expression, associates must wear clothes appropriate for the gender with which they identify.

**Dress pants are acceptable for non-officers when worn with a professional blouse, turtleneck, or sweater for women, or with a dress shirt and tie for men.

As determined by the Business Unit Manager, associates in some positions are required to wear uniforms.
Dress Code for Non-Client Facing Position Associates

Business Unit Managers must decide if non-client facing associates in their areas are permitted to dress in “business casual” attire.

Acceptable Business Casual Attire

If a Business Unit allows associates to dress in business casual attire, they must follow the business casual criteria defined below:

<table>
<thead>
<tr>
<th>Band collar shirts</th>
<th>Socks (required for men)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blazers/Sport coats</td>
<td>Suits</td>
</tr>
<tr>
<td>Blouses</td>
<td>Sweaters</td>
</tr>
<tr>
<td>Casual pants:</td>
<td>Turtlenecks</td>
</tr>
<tr>
<td>Non-denim casual pants, khakis, linen, cotton, corduroy, wool</td>
<td></td>
</tr>
<tr>
<td>Dresses</td>
<td>Shoes:</td>
</tr>
<tr>
<td></td>
<td>Bucks, dress flats, open or closed toed heels, open or closed toed dress slides, open or closed toed dress sling backs, dress boots, lace-up leather dress shoes, leather deck shoes, loafers</td>
</tr>
<tr>
<td>Dress shirts</td>
<td></td>
</tr>
<tr>
<td>Dress pants</td>
<td></td>
</tr>
<tr>
<td>Knit/polo style shirts</td>
<td></td>
</tr>
<tr>
<td>Ties (optional)</td>
<td></td>
</tr>
<tr>
<td>Skirts (non-denim)</td>
<td></td>
</tr>
</tbody>
</table>

Unacceptable Attire

Associates must not wear any of the following items to work:

<table>
<thead>
<tr>
<th>Beachwear</th>
<th>Low-cut apparel (front or back)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bike pants</td>
<td>Lycra</td>
</tr>
<tr>
<td>Excessive or offensive adornment (jewelry, tattoos, etc.)</td>
<td>Midriff sweaters or tops</td>
</tr>
<tr>
<td>Capri pants</td>
<td>Sheer or see-through garments</td>
</tr>
<tr>
<td>Cargo pants</td>
<td>Shirts with large logos or sayings</td>
</tr>
<tr>
<td>Clothing with stains, rips, tears</td>
<td>Shorts</td>
</tr>
<tr>
<td>Shoes: *Athletic/tennis shoes, bare feet, canvas deck shoes, croc-like rubber shoes, flip-flops, casual/hiking boots, dress or casual sandals, slides/mules without a defined heel, casual thong-type sandals</td>
<td></td>
</tr>
</tbody>
</table>

Cropped pants or cutoff pants | Spaghetti straps/strapless
denim* | Spandex
Halter tops | Sweat pants
Hats | Sweatshirts
*Jeans (any color) | Tank tops
Leather pants or skirts | Tube tops
Leggings | Work-out or Warm up suits

*Considering the nature of the work environment and the position, a Business Unit Manager can approve associates in non-client-facing positions to wear untattered jeans, denim, and athletic/tennis shoes.

Associates may be required to meet special dress standards for safety purposes.

BB&T Corporation Headquarters Building Associates

Client-facing associates who work in BB&T Corporation’s headquarters building (200 West Second Street in downtown Winston-Salem, N.C.) are required to dress in business attire.

Business Unit Managers determine if associates in non-client-facing positions in their areas are permitted to dress in “business casual” attire. Business Unit Managers must determine whether various positions within the same Business Unit require different attire standards. Jeans, denim, and athletic/tennis shoes are not permitted to be worn at Corporate Headquarters.

Other Attire Requirements

Business attire is always an option for any associate. Associates are always permitted to dress in business attire.

Associates must take care that their hair is clean, combed, and neatly trimmed or arranged. Unkempt hair is not permissible regardless of length. Associates must keep facial hair neatly trimmed.

Associates who do not meet the standards in the Personal Appearance of Associates Policy must take corrective action, which may require leaving the premises. Non-exempt associates are not compensated for any work time missed because of failure to comply with the Personal Appearance of Associates Policy. Violations of the Personal Appearance of Associates...
Policy result in disciplinary action determined by the associate’s manager.

CLIENT SERVICE CULTURE
BB&T prides itself in having offered high-quality client service for more than 145 years. We recognize our clients and their relationships with us have created the very foundation of our success. Our continued success is dependent upon “re-earning” each client’s loyalty and trust daily.

BB&T is a client-driven organization. We have a passion for consistently providing our clients with better value through innovation and increased productivity. Our pillars of client service include being reliable, responsive, empathetic, and competent. It is our goal to meet or exceed our clients’ reasonable expectations with every interaction. We always strive to treat our clients as individuals.

Given the facts of reality and our ability to reason, we are capable of achieving both success and happiness. This reflects BB&T’s positive attitude and supports our mission to rise above the competition by delivering superior client services. We must commit to one of our key corporate objectives – execute on the Perfect Client Experience – with every client interaction. Creating client service that is different from and more valuable than what our competitors offer begins with you. Your values, attitude, passion, loyalty, and commitment to helping our clients achieve economic success and financial security is the difference!

Thank you for delivering the "Perfect Client Experience" to every client...every day!

EMPLOYMENT POLICIES

EMPLOYMENT RELATIONSHIP
Associates are employed at the will of BB&T. Consequently, associates may terminate their employment at any time and for any reason, and BB&T may terminate an associate at any time, for any reason, with or without cause or notice*. Only a member of Executive Management has the authority to change the at-will status of an associate. Exceptions to at-will status must be in writing and include appropriate signatures. Supervisory or management personnel have no authority to make any representations to associates or applicants concerning the terms or conditions of employment with BB&T which are not consistent with at-will status.

BB&T retains the right to establish, change, and delete policies, practices, and rules at will and as it sees fit.

*Exclusion to at-will employment applies to those associates who have a separate, written employment contract.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION
BB&T takes pride in being a company that is known for its honesty, integrity, and fairness. BB&T’s commitment to fairness is demonstrated by our practice of first considering associates within the company for all promotions.

We strive to create a work environment that encourages free, open, and direct communication between each associate and management. Associates’ suggestions, concerns, problems, or questions are always welcome. It is BB&T’s goal to provide prompt, courteous, and, where necessary, confidential attention and response to associate inquiries and concerns.

Reasonable Accommodations
BB&T will make reasonable accommodations in matters of disability and religious observances when the accommodation does not pose an undue hardship on the organization. Decisions about accommodations will be based on the specific facts of each request. Disabled associates are encouraged to only identify their status as disabled to their manager and to discuss any reasonable accommodation that might make performance of certain job responsibilities either possible or considerably easier. Managers should discuss all requested reasonable accommodations with their Regional Associate Relations Manager.

Nursing Mothers
Mothers expressing milk are entitled to a private area free from intrusion and shielded from view whenever they have a need to express milk. A bathroom, even if private, is not a permissible location. Consistent
with BB&T’s policy concerning rest breaks, breaks to express milk will be treated as hours worked if the time away from work does not exceed 20 minutes. In the event the break an associate takes to express milk is more than 20 minutes, the time away from work in excess of 20 minutes will not be counted as part of the associate’s worked hours.

Wellness rooms are being added to many existing buildings to help accommodate this need. To identify buildings where formal wellness rooms are located, managers should contact the Enterprise Support Services department or their Regional Associate Relations Manager. If a formal wellness room is not available in the nursing mother’s location, the manager of the associate needs to identify an area that meets the base requirements (free from intrusion and shielded from view) so the associate can express milk when needed. For designated wellness rooms, managers should assist associates with scheduling an available space either via the public folders in Outlook for multiuse rooms, or by placing a blank monthly calendar next to the wellness room for handwritten scheduling.

**Equal Opportunity**
BB&T is committed to equal opportunity for all associates and applicants. BB&T will not discriminate against applicants or associates on the basis of race, color, religion, national origin or ancestry, age, sex (including gender, sexual orientation, gender identity or expression, transgender status, and pregnancy or pregnancy-related medical conditions), physical or mental disability, genetic information, familial status, military and veteran status, bankruptcy, or any other factor prohibited by law in terms or conditions of employment including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, or training. Employment decisions are made based on an individual’s skills, knowledge, abilities, and job performance. To ensure a discrimination free workplace where all individuals are valued, BB&T will not limit itself to the requirements of the law but will proactively cultivate an inclusive work environment that values diversity in all aspects.

**Affirmative Action**
BB&T is an affirmative action employer and strives to make certain that women, people of color, the disabled and protected or disabled veterans are fairly represented at all levels within the organization. All applicants and associates are invited to voluntarily and confidentially identify their gender, race, ethnicity, and status as a veteran or individual with a disability. Not disclosing this information will not subject the applicant or associate to any adverse treatment.

BB&T Corporation maintains a written Affirmative Action Program to achieve prompt and full utilization of people of color, the disabled, protected or disabled veterans, and women at all levels and in all segments of the work force. The results of the program are reviewed annually by the Corporate Diversity Department in Human Systems, and the program is modified as necessary, by the Corporate Diversity Department, to achieve its stated objectives.

**BB&T POLICY ON HARASSMENT AND DISCRIMINATION**
BB&T is committed to maintaining a work environment that is free from discrimination and harassment where associates at all levels are able to devote their full attention and best efforts to the job. Harassment and discrimination (protected by law or otherwise), either intentional or unintentional, has no place in the work environment. Accordingly, BB&T will not tolerate any form of harassment or discrimination (protected by law or otherwise) based on protected status by any associate, which would make the reasonable person experiencing such harassment or discrimination (associate, client, or vendor) uncomfortable, or which could interfere with the person’s job performance.

**Sexual Harassment**
Sexual harassment includes, but is not limited to:

- Physical assaults or physical conduct that is sexual in nature, e.g., patting, pinching, or brushing against another’s body in a way that is unwelcome.
- Unwelcome sexual advances or comments, e.g., sexual propositions; sexual innuendo; sexually suggestive comments; sexually-oriented “kidding,”
“teasing,” or “practical jokes;” jokes about gender-specific traits; or foul or obscene language or gestures.

- Requests for sex or sexual activities, regardless of whether they are accompanied by promises or threats concerning an individual’s employment or advancement.
- Sexual displays or publications such as calendars, cartoons, or graffiti or other printed or visual material that is sexually suggestive or visually revealing, foul, or obscene.
- Other verbal or physical conduct of a sexual nature, which has the purpose or effect of explicitly or implicitly interfering with an individual’s employment, unreasonably interfering with an individual’s work performance, or creating an intimidating, hostile, or offensive work environment.

BB&T regards such conduct as a violation of this policy, regardless of whether submission to such conduct is made either explicitly or implicitly a term or condition of employment. Further, retaliating against an individual for complaining of sexual harassment is a violation of policy.

Other Types of Harassment and Discrimination
In addition to prohibiting sexual harassment, BB&T prohibits harassment and discrimination based on race, color, religion, national origin or ancestry, age, sex (including gender, sexual orientation, gender identity or expression, transgender status, and pregnancy or pregnancy-related medical conditions), physical or mental disability, genetic information, familial status, military and veteran status, bankruptcy, or any other factor prohibited by law. Harassment and discrimination includes any unwelcome conduct, behavior, or action, whether verbal, written, or physical, that is based on an individual’s protected status and which interferes with the individual’s ability to perform the job or creates a hostile work environment. Examples of harassment or discrimination based on protected status include jokes which refer to the protected status, the display or use of objects or pictures which adversely reflect on the protected status, or the use of language which is offensive due to the protected status.

Additionally, a hostile work environment may be created where there is severe, pervasive, or intimidating conduct (“bullying”) that interferes with a reasonable individual’s ability to perform their job, even when not based on protected status. The behavior can be verbal, nonverbal, or physical and includes electronic conduct.

Reporting Incidences of Harassment and Discrimination
BB&T cannot resolve matters that are not brought to its attention. If you believe that you have been harassed or discriminated against, you should:

- Remain calm and professional.
- Let the individual know right away that their behavior is unwelcome. Be direct and candid with the person.
- When reporting the harassment or discrimination, be prepared to tell all of the facts surrounding the incident: who, what, when, where, and how.

Any associate, regardless of position, who has a complaint of, or who witnesses, harassment or discrimination at work by anyone, including supervisors or managers, associates, or even non-associates (vendors or clients), has a responsibility to immediately bring the matter to BB&T’s attention. Such a report or complaint should be made to the associate’s supervisor or to the department manager, the Regional Associate Relations Manager, or the Corporate Associate Relations Manager.

Investigations
BB&T will thoroughly, promptly, and fairly investigate all claims of harassment or discrimination. BB&T will meet with the complaining associate to discuss the results of the investigation and, where appropriate, review the proposed resolution of the matter. If an investigation confirms that harassment or discrimination has occurred, corrective actions will be taken, including such discipline up to and including immediate termination of employment, as is appropriate. Claims of assault or the threat of assault, if proven, will result in dismissal.

Investigations and complaints will be kept as confidential as possible. Information will be released only on a “need to know” basis and in compliance with applicable laws and regulations. BB&T expressly
prohibits the taking of any retaliatory action against an associate for filing a complaint under this policy or for assisting in a complaint investigation.

**Commitment to a Productive Work Environment**
If you feel that BB&T has not met its obligations under this policy, you should contact the Corporate Associate Relations Manager, 200 W. Second Street, Winston-Salem, NC 27101-4019.

**EMPLOYMENT POLICIES**
Our goal at BB&T is to attract and hire the best talent possible in every market in which we serve. Now that you have been through the selection process, your employment illustrates the organization’s belief in you and the value that you add toward our goal of creating the best financial institution possible!

Being “The Best of the Best” means that you have a responsibility to manage your career and learn key policies, rules, and guidelines that are required of every associate. Your knowledge of this information and its application in your day-to-day work behavior will help position you to achieve personal success by assuring the organization achieves its strategic goals.

**Get to Know Your Manager**
Your manager is always your first contact should you have any questions about your employment. Your manager has access to a Human Systems Policy Library in PolicyPoint which details all of Human Systems’ policies and procedures. Your manager has the responsibility to work with you in the context of these policies and procedures.

It is important that you take personal responsibility to get to know your manager and develop a positive and productive working relationship with him or her that will enhance your ability to meet the needs of the organization.

**Introductory Period**
BB&T requires all new associates to be carefully monitored and evaluated for an initial introductory period of at least three months. After satisfactory completion of the introductory period evaluation, associate performance is evaluated on a semi-annual and annual basis according to the HS 3002 Performance Review Policy.

Managers must carefully observe the performance of each associate in a new position. Where appropriate, concerns with performance and conduct are brought to the associate’s attention for correction. Please refer to HS 8008 Disciplinary Policy for more information.

By the end of the first three months during which the associate has been in the new position, managers receive a Workday Inbox task to prepare an evaluation of the associate’s job performance, using the electronic 90-day Review. Please refer to HS 3002 Performance Reviews Policy. The manager evaluates basic performance criteria and provides positive and/or constructive comments.

Associates are allowed to continue in their new positions if they are given a satisfactory evaluation by the end of their introductory period in the position. If an associate does not receive a satisfactory evaluation at the end of the initial 90 day period, the manager must discuss with their Regional Associate Relations Manager whether to extend the introductory period to allow the associate to demonstrate their ability to perform the responsibilities of the position at an acceptable level on a sustained basis.

Managers may recommend that a newly hired associate be terminated at any time during the introductory period. A recommendation for termination must be discussed with the Regional Associate Relations Manager. The recommendation must be supported by appropriate documentation such as a summary of performance concerns and actions taken to assist the associate. Action to terminate employment must have the prior approval of the Regional Associate Relations Manager (refer to HS 2011 Termination of Employment Policy).

**Adaptability**
The financial services industry, although fairly regular in office hours, fluctuates from peak to valley, and as various pressures build and recede accordingly. We all must be adaptable to these circumstances and be able to function under pressure, maintaining our businesslike composure.
Working Hours and Conditions

Working hours for associates are established in accordance with business and staffing needs to ensure efficient management of personnel resources and maintenance of BB&T’s competitive position.

The HS 3006 Hours of Work and Time Keeping Policy provides information and guidance relative to Associates maintaining accurate time keeping records and hours worked. All positions are considered Non-Exempt unless classified by BB&T Corporation as Exempt. A Non-Exempt Associate must not be permitted to perform work of any nature totaling more than five minutes over a 24-hour period for BB&T Corporation without the time being reflected on the time record in order that payment can be made in accordance with the Fair Labor Standards Act (FLSA). This requirement holds true whether the work is done at the worksite, at home, or any place in which work on behalf of BB&T Corporation was actually accomplished, including time spent utilizing mobile devices or other forms of remote access for business purposes. Exempt Associates are not required to enter hours worked; however, they are required to record their time off, including absences and vacation time for purposes of benefits administration.

There are many different jobs requiring different hours of work. An associate’s work schedule depends on the department or office to which they are assigned and the particular job within the department. Managers inform each associate of scheduled work hours. The associate’s Scheduled Hours are used to determine benefit eligibility and project profit plan salary expenses; therefore, hours worked must be reflected accurately in the Workday system. Managers must review the impact of a work schedule adjustment from Full-Time to Part-Time considering client service, communication needs, team impact, variable time demands, and duration of the schedule before establishing the schedule for any assignment.

Shift differentials apply to Regularly Scheduled Hours, not intermittent Overtime or callbacks. Shift differentials apply to business units that require multiple shift work schedules, as defined in the following Work Schedule (Shift) Differentials table.

Adjustments to scheduled hours for any exempt associate who is moving from full-time to part-time should have a commensurate pro rated adjustment to base salary. Schedule adjustments for non-exempt associates moving from full-time to part-time in the same job requires the establishment of an hourly rate based upon the base salary preceding the change (annual salary/2080 hours = new hourly rate).

Associates utilize the Workday system, located on BB&T Corporation’s intranet site (InSite), to enter time worked and time off. As provided by BB&T Corporation policy and federal law, all time worked totaling more than five minutes over a 24-hour period within the standard workweek by associates in non-exempt positions must be recorded and included in the total for that workweek. Time worked cannot be adjusted or averaged between workweeks.

Exempt associates are expected to work the hours necessary to fulfill job requirements and are not required to record their time worked, as they are exempt from overtime earnings. However, exempt associates are required to record their time off. Part-
time exempt associates and their managers must establish a standard number of scheduled weekly hours and a corresponding salary.

Each non-exempt associate is required to track the number of hours actually worked each day. The associate must record the exact time they start work at the beginning of the day and the exact time they stop work at the end of the day. The associate must also record any meal or other non-work-related breaks of more than 20 minutes by recording the exact time they stopped working to leave and the exact time they began working upon return. All start and stop times are to be recorded to the minute.

Non-exempt associates generally work only the hours they are scheduled and/or authorized to work. However, all non-exempt associates must record all hours worked, including any hours worked beyond their scheduled hours.

Managers may schedule overtime for non-exempt associates, when necessary, during periods of peak workloads or special projects. By federal law, hours worked in excess of 40 during the standard workweek are considered overtime (unless otherwise dictated by state law). Managers must manage the workload so that overtime is minimized. For associates in non-exempt positions, overtime pay is calculated at the rate of time and one-half for all hours worked over 40 each workweek. State laws pertaining to the calculation of overtime may vary from the federal law stated above. In the event state law is more favorable to the non-exempt associate, BB&T Corporation complies with state law.

Non-exempt associates who are required to travel out of town on business must record, as hours worked, any hours that represent the beginning point of travel (home or office) to the point of destination for BB&T Corporation business. The same principle applies in returning to the home or office. The HS 3006 Hours of Work and Time Keeping Records Policy does not cover travel for day-to-day home to regular office commutes. Refer to AFR 2100 Associate Expense Reimbursement Policy for instructions regarding mileage reimbursement.

Managers (or their designee) must approve time in Workday on a timely basis. In the event a non-exempt new hire begins employment before they have been set up in Workday, the associate tracks their hours worked and enters the hours in Workday when Workday access is available.

- The standard work week is Monday through Sunday and is calculated on a 40-hour basis.
- Pay is computed from hours worked, plus hours of approved absence(s). Only approved absences are considered for pay purposes (refer to HS 7002 Sick Pay Policy, HS 7004 Other Time Off Policy and HS 5002 Vacation Policy).
- Paid time off (vacation, holidays not worked, sickness, family sickness, etc.) is not considered as hours worked for purposes of computing overtime and is paid at the straight time rate. For example, if an associate is out of work on Monday for vacation or sickness but works eight hours on Saturday for which they were not scheduled, the associate will receive eight hours for the vacation (or sick) day and be paid at the straight rate for those hours and will be paid overtime only for those hours over forty (40) that were actually worked.
- BB&T Corporation provides compensation to non-exempt associates for work performed on BB&T Corporation recognized holidays that exceeds the pay they would receive under federal law; therefore, hours worked on holidays are not included as hours worked for the purpose of calculating overtime.
- Designated rest breaks of 20 minutes or less are considered as hours worked and should be included in hours worked when time is entered. Lunch periods of more than 20 minutes are not paid, however, and must be accurately recorded on an associate’s time entry record.
- The manager must inform the associate if they will or will not be paid for certain hours of absence.
- If vacation or sickness occurs for an entire week and no hours are worked, time off hours are recorded appropriately for each day of that week for pay purposes.

When an associate has a day off that is without pay, the manager appropriately documents the number of
unpaid hours for that associate in Workday as “Unpaid Time Off.” In accordance with Fair Labor Standards Act (FLSA) regulations, the pay for associates in exempt positions cannot be reduced for partial or full day absences except in specific circumstances. Associates should contact the Human Systems Service Center, option 3 for guidance regarding unpaid time off.

Note: Temporary associates in non-exempt positions are not eligible for pay for any time not actually worked (except due to emergency closings when they are scheduled to work) including BB&T Corporation’s holidays.

For regular, part-time associates, hours worked should be recorded daily in Workday. The following items must be considered in calculating total hours for a part-time associate:

- **Vacation** – The number of hours must be recorded on the appropriate day(s).

- **Holiday** – When a holiday occurs on a day that an associate typically works, the number of hours usually worked on that day should be entered. No hours would be added for a holiday if the associate is not typically scheduled to work on that day.

- **Absence** – When a part-time associate is absent from work and the absence is eligible for pay under HS 7002 Sick Pay Policy, the hours must be entered on the appropriate day, using the appropriate compensation type. Number of hours entered is the number of scheduled hours not worked that day. These hours are not included as hours worked for the purpose of computing overtime. If the part-time associate is out for an entire week for personal sickness, the total hours of absence are calculated by averaging the regular hours the associate actually worked for each week for the prior three months and applying the hours across the workweek in which the absence occurred.

Note: Non-exempt associates classified as regular part-time, but scheduled for 19 hours or fewer per week, and non-exempt associates classified as temporary part-time are not eligible for pay for any time they do not actually work (except for emergency closings that occur when they are scheduled to work).

If an associate’s position changes from a non-exempt to an exempt status, once the associate becomes exempt the associate would only report their absences from work in Workday. If an associate’s position changes from an exempt to a non-exempt status, the associate must record all time worked from the effective date of the non-exempt status. If an associate changes status during a pay period, part-time to full-time or vice versa, the associate’s obligation to enter hours worked and time off does not change.

Once the time is approved by the manager, it is available to be paid based on the payroll schedule of weeks to be included.

Falsely entering or altering hours worked or absences taken for another associate or falsely representing one’s own work hours or absences taken may be grounds for termination of employment. Only those supervisors with direct reports have the authority to revise hours worked for their own reports through Workday (refer to HS 8008 Disciplinary Policy).

**Telecommuting**

BB&T recognizes telecommuting as a viable alternative work arrangement in cases where individual, job, and manager characteristics are well suited to such an arrangement. Telecommuting allows an associate to work from a non-BB&T location, such as at home.

Telecommuting is a managed work alternative that may be appropriate for some associates and some jobs if management determines the initiation or continuation of the arrangement is in the best interest of BB&T. It must conform to the terms and conditions of employment with BB&T. The same policies and standards that apply to work performed at office locations apply to telecommuter locations.

To be considered for telecommuting, an existing associate must meet performance expectations and have a high degree of job-related knowledge and self-discipline. There are also times that an associate is hired into a telecommuting arrangement, and that decision must be documented during the hiring process.
Attendance and Punctuality

BB&T expects all associates to be prompt and present for work as scheduled.

Promptness and attendance are important responsibilities of every associate. It is expected that associates be at work, on time, every day that they are scheduled to work and remain at work for the full workday. Unscheduled absences, late arrivals, and early departures not protected under Workers’ Compensation, the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADAAA), and/or any other protected leave entitlement are disruptive and often put added burdens on other associates to meet our clients’ needs.

BB&T’s Sick Pay Policy recognizes events which necessitate an associate being away from work due to an illness (refer to HS 7002 Sick Pay Policy). Excessive periodic absences that are non-protected leave, even if covered by the Sick Pay Policy, are potential performance issues. Communication of planned absences, timely notice to the manager of any impending absence or tardiness, and general availability to complete job requirements are all important factors in determining whether such absences have impact on a performance rating or may lead to disciplinary action. Absences as referenced in the HS 7001 Attendance and Punctuality Policy that are covered under Workers’ Compensation, the FMLA, the ADAAA, and/or any other protected leave (with proper notification and documentation) do not affect associates’ annual performance review ratings or career opportunities.

Managers must notify associates of their scheduled starting and ending times, as well as any applicable break times. Associates must be engaged in carrying out their duties during all scheduled work time and must be ready to begin working at their scheduled starting time (refer to HS 2006 Hours of Work and Time Keeping Records Policy).

Absence or tardiness notification to the manager must be made personally by the associate (not a friend or family member) in the manner previously established by the manager, unless the associate is incapacitated, providentially hindered, or notification is otherwise dictated by law.

Associates are compensated during authorized absences in accordance with the policies contained in HS 7002 Sick Pay Policy and HS 7003 Leaves of Absence Policy. Any unauthorized period of nonworking time exceeding twenty (20) minutes during a non-exempt associate’s scheduled shift is not included as time worked for pay purposes. Failure to notify management properly of any absence or need for continued absence may result in loss of compensation during the absence and may result in disciplinary action up to and including termination of employment.

Associates are expected to report for work during inclement weather conditions if BB&T does not declare an emergency closing. Refer to HS 7006 Inclement Weather Policy for effect on compensation in the event an associate is absent from work due to inclement weather when their assigned work location is open.

Absences qualified under Workers’ Compensation, the FMLA, ADAAA, or any other regulatory qualified leave must not have a causal effect on performance reviews. However, excessive non-protected qualified absences may affect individual performance reviews.

Attendance Records

BB&T requires that attendance records be maintained in Workday for all associates. Workday automatically updates the attendance records as each payroll is run and processes the daily time records entered by associates. Managers must designate intermittent absences that qualify as FMLA or reasonable accommodation leave under the ADAAA or Workers’ Compensation in the associate’s Time Off record in Workday.

Employment of Relatives (Nepotism)

If a relative of an associate qualifies for employment, promotion, or assignment, the placement decision must be based on job-related selection standards and not on the candidate’s status as a relative.

The HS 2013 Hiring of Relatives policy enables BB&T to avoid undue favoritism or conflicts of interest in hiring, promotion, or assignment of relatives. The following guidelines clarify the Hiring of Relatives (Nepotism) Policy in as much detail as possible with an understanding that changing social and business
environments may create relationships not specifically mentioned. When this occurs, BB&T uses the spirit of the Hiring of Relatives (Nepotism) as a guide in decisions.

Definitions Related to Employment of Relatives (Nepotism)

Directors – Those who are members of the BB&T Corporation Board or Branch Banking and Trust Board.

Executive Officers – Those holding the corporate title equivalent to Executive Vice President, Senior Managing Director, Regional President, or any title considered more senior than these (HS 2006 Promotions & Corporate Titles Policy). Any exception to the Executive Officer definition must be approved in advance by the Associate Relations Manager in the Human Systems (HS) Division.

Relatives – For the purposes of the Hiring of Relatives (Nepotism) Policy relatives are defined as spouse, son or daughter, mother, father, sister, brother, or any individual living in the same household as the associate, officer, or director. “In-law,” “step,” “half,” “foster,” or “grand” relationships of these relatives also apply, as well as spouses of those individuals.

Relatives of the Directors and Executive Officers

Relatives of BB&T Corporation’s Corporate Board of Directors or executive officers (as defined above) must not be hired or assigned, with one exception. Relatives of BB&T Corporation’s Corporate Board may be hired as interns for up to 90 days at normal internship rates.

Those Related to Officers or Associates Who Are Not Directors or Executive Officers

Notwithstanding the above restrictions pertinent to directors or executive officers, relatives of other associates may be hired or assigned with the following restrictions:

- Relatives may not work in the same Business Unit if they report to the same direct supervisor/manager.
- A relative may not direct, review, oversee, have influence over, or process the work of another, whether in the same or a different Business Unit.
- A relative may not access the personnel records of another relative.
- A relative may not have direct or indirect supervision of another relative.

Relationship Event Accommodations

When relationships are created due to the marriage or a new household relationship of two associates, or when job opportunities are made available through the Career Opportunities or other internal reassignment, both associates may continue their employment, subject to the assignment restrictions outlined in the Hiring of Relatives (Nepotism) Policy. Every effort is made to help resolve prohibited assignments through placement in another area. If such alleviation cannot be accomplished within a 90-day period, the two associates must be asked to decide which one will terminate employment. If the associates reach no conclusion, BB&T will terminate the associate with the shorter length of employment.

When BB&T acquires or merges a company, the merging company may employ relatives of current BB&T associates. In these cases, the relatives in both companies are “grandfathered” for current employment assignments as long as their assignments comply with the restrictions outlined in the Hiring of Relatives (Nepotism) Policy.

Additionally, the merging company may also employ relatives of its own associates at the time of merger. The status of these relatives at the time of merger may have been a matter of negotiation in the merger, and if so, such agreement has precedence over the restrictions noted in the Hiring of Relatives (Nepotism) Policy. In such situations, where the related associates are grandfathered in a relationship that conflicts with the Hiring of Relatives (Nepotism) Policy, the relative in the senior position should not address coaching, discipline, assignment, or pay issues without full review by the senior relative’s manager. Other than merger negotiated relationship exceptions, after merger conversions, the restrictions outlined in the Hiring of Relatives (Nepotism) Policy apply to the subsequent assignments of all merger associates.

If an associate is a former associate who was working under a relationship event leaves BB&T, that person...
may be rehired subject to the relationship restrictions outlined in the Hiring of Relatives (Nepotism) Policy.

If a promotion in functional responsibility creates a prohibited relationship between relatives as outlined in the restrictions noted in the Hiring of Relatives (Nepotism) Policy, the alleviation process stated in the Hiring of Relatives (Nepotism) Policy applies.

A corporate title promotion of one relative to an executive officer level does not require the other relative’s status to be affected, subject to the restrictions noted in the Hiring of Relatives (Nepotism) Policy.

Responsibility to Disclose
Potential Conflicts of Interest
Each associate must promptly inform their manager of a relationship which could be a potential conflict of interest. Failure to disclose a relationship that could be viewed as a conflict of interest under the Hiring of Relatives (Nepotism) Policy may result in disciplinary action, up to and including termination of employment. Once a conflict of interest has been established, a reassignment may be made as defined in “Relationship Event Accommodations.”

BB&T Corporation reserves the right to evaluate any potential conflicts of interest that may develop as a result of associate relationships and make appropriate changes as necessary.

Unemployment Insurance
BB&T contributes premiums on your behalf for unemployment insurance. Benefits may be provided from this program in the event you lose your job. Benefits Administration will be able to answer questions you have regarding this program.

Termination of Employment
Resignations
Non-officers are requested to give two weeks’ notice of a voluntary resignation. Officers are requested to give one months’ notice of a voluntary resignation.

Once the associate tenders a resignation, BB&T reserves the right to accept the resignation and end the employment before the notice period ends. If an associate is leaving BB&T Corporation to go to work for a competitive employer and employment is ended before the notice period ends, the associate is not paid for the remaining notice period. If BB&T allows the associate to work through the notice period, employment and pay continues for the notice period as designated above if they continue to perform satisfactorily or is not leaving BB&T to go to work for a competitor.

Managers must be consistent in the application of this standard so as to avoid disparate treatment. Questions regarding the application of this standard should be referred to the Regional Associate Relations Manager.

PAYROLL GUIDELINES

PAY DATE AND METHOD OF PAY
Associates are paid semi-monthly on the 15th and last day of the month. Your pay will be received by direct deposit to the account you designate in Workday. Each payday, you will have access to your payslip in Workday showing all current payroll information, along with cumulative year-to-date (YTD) figures.

Regular pay for full-time salaried associates is paid through the current pay date. Part-time hourly associates are paid based on the weeks included in the pay period that you have entered into Workday. Associates should refer to the Payroll Processing Schedule in Workday for your status to see the weeks included in each pay period based on your status (full-time or part-time).

If your employment ends, any pay due will typically be paid on normal pay dates. If for any reason you are overpaid, you will be required to repay the amount or your future rehire eligibility could be negatively impacted. When a regular full-time associate is due pay for a partial period, the payment will be made for the number of days worked multiplied by the daily rate. The daily rate is calculated by dividing the associate’s semi-monthly pay rate by the number of working days in that particular pay period.
PAYSILP GUIDE

- Gross Pay: Total regular wages including overtime pay, commissions, bonuses, and any other pay amounts are displayed in this section.

- Pre-Tax Deductions: Total Pre-Tax Deductions reduce the amount of taxable wages on which an associate will be taxed. These deductions include medical, dental, vision, accidental death and dismemberment, life, transportation, parking, health spending, dependent spending, health savings, 401(k), 401(k) catch-up, and non-qualified amounts.

- Associate Taxes: Total amount of all tax deductions, including Federal, OASDI (FICA), State, second State, Local, Medicare, and additional State and/or Federal amounts.

- Post-Tax Deductions: Total amount of all deductions that are made post (after)- tax. These deductions include dependent life, disability, PAC, Travelers Insurance, Group Accident Insurance, Critical Care, Family Life, 401(k) loans, garnishments, Roth, Roth catch-up, court-order deductions, and United Way.

- Net Pay: Gross Pay minus any Pre-Tax Deductions, Post-Tax Deductions, and Associate Taxes.

- Earnings: All types of pay included in the pay period are listed in this section. Hours are also listed for regular, holiday, vacation, straight, and overtime pay. Date ranges are also displayed for each earnings type. Hours worked and rate of pay are displayed for part-time associates. Part-time associates are paid for actual hours worked. Full-time associates are paid a salary amount each pay period.

- Earnings Types: Includes regular, overtime, holiday, incentive/bonuses/commissions, shift, straight time, vacation, and premium pay. Other pay types are included as needed, such as:
  - Imputed Income: Life Insurance Income, referred to as Imputed Income, is a taxable value which is calculated based on your group Term Life Insurance coverage in excess of $50,000. The IRS requires that this amount be included in taxable income. The amount is not included in Gross Earnings. This amount is included in Federal/State Gross; however, your withholding is not based on this amount. This amount will be included in Medicare Wages and OASDI (FICA) Wages and is reported as earnings on your W-2 for tax filing purposes.
  - Disability Contribution (ER): BB&T’s Disability Insurance provides a cash benefit payment to you if you ever become disabled. This benefit is a tax-free payment – not subject to Federal, State, Medicare, or OASDI (FICA) taxes. In order to provide this benefit, we include the amount BB&T is contributing toward your premium in your taxable income.
  - Moving/Supplemental Moving: Represents reimbursements that are included in taxable wages [Federal/State, OASDI (FICA), and Medicare Wages], but are excluded from Gross Earnings.

- Employer Paid Benefits: The amount BB&T is contributing each pay period and YTD for your benefits.

- Withholding: This displays Federal and State marital status, allowances, and additional withholding.

- Payment: Displays the breakdown of net pay deposits made to accounts you designate in the Payment Elections process in Workday.

TIME AND ATTENDANCE RECORDS

Those associates who are not exempt from time-keeping under the Fair Labor Standards Act will be so informed and will be required to maintain a daily time record of hours worked, as well as their attendance time off hours, in Workday. Exempt associates are only required to record their time off hours in Workday. In order to serve our clients properly and to carry out all other necessary business functions, regular attendance is required.

Additional information on Absence and Time Tracking can be found in Workday.
OVERTIME
Those associates who are not exempt under the provisions of the Fair Labor Standards Act will be paid time and a half for all hours worked over 40 during a given workweek. Paid time off (vacation, holidays not worked, sickness, etc.) will not be considered as time worked for purposes of computing overtime and will be paid at the straight time rate. Overtime and straight pay are paid on a lag based on the Payroll Processing Schedule. On each payslip, the hours for which you are being paid overtime are shown and will represent overtime payments for the weeks included in the current pay period. You should refer to the Payroll Processing Schedule in Workday for your status (full-time or part-time) to see the weeks included in each pay period.

PAY TRANSPARENCY POLICY
BB&T will not discharge or in any other manner discriminate against associates or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another associate or applicant. However, associates who have access to the compensation information of other associates or applicants as a part of their essential job functions cannot disclose the pay of other associates or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with BB&T’s legal duty to furnish information.

Philadelphia Associates
Pursuant to Chapter 9-4300 of the Philadelphia Code (“Wage Theft Complaints”), associates may file certain “wage theft” complaints with the City of Philadelphia’s Wage Theft Coordinator in the Mayor’s Office of Labor’s Office of Benefits and Wage Compliance or in any court of competent jurisdiction. “Wage theft” means a violation of the Pennsylvania Wage Payment and Collection Law or any Pennsylvania or Federal Law regulating compensation where the work is performed in Philadelphia or the employment contract underlying the violation is made in Philadelphia. Alleged wage theft violations may be made for wages only within the range from $100 to $10,000.

BB&T will not retaliate or discriminate against an associate for exercising rights protected under Chapter 9-4300.

SAFETY AND SECURITY

Corporate Security Policies
Management and the Board of Directors have committed themselves to the security of our associates, our clients, and the assets our clients have entrusted to us.

The Board of Directors has appointed a BB&T Security Officer. In that capacity, the Security Officer is responsible for developing and implementing security policies for our associates and clients; safeguarding BB&T’s assets; and guiding BB&T in complying with local, state, and federal laws and regulations, particularly those established by the Federal Deposit Insurance Corporation. A written Security Program has been developed and published that evolves as risks change and BB&T grows and diversifies.

The Board of Directors is aware that BB&T’s Security Officer cannot personally implement or enforce a security policy that may be enacted; therefore, it is understood by the Board of Directors, Executive Management, and all associates that security is everyone’s responsibility.

The following is an overview of BB&T’s Physical Security Policy and the Physical Security Standards, which are completely stated in the Bank Security Manual available on PolicyPoint (InSite > PolicyPoint link in the Quick Links section). The policy and standards serve as the foundation from which a comprehensive program has been developed. Components of the program include, but are not limited to, the following areas:

- Development and oversight of security equipment and design standards for banking and non-banking facilities
■ Security risk assessments of and security consultation for banking facilities and other facilities owned or occupied by BB&T
■ A Security Command Center responsible for monitoring alarms in all banking locations and access control to sensitive corporate and banking locations by authorized associates, service personnel, and vendors
■ Development, implementation, and maintenance of access control systems and associated policies designed to provide a means for associate and vendor identification, and control of and authorization of access to facilities or areas within a facility using approved devices, keys, or other access devices
■ Associate Security Training:
  □ Training for bank associates on the different stages of a bank robbery, including prevention, actions to take during the crime, and handling the aftermath. This training is also provided for those non-branch associates assigned to or who have an office in a bank branch, as well as those associates who routinely meet with clients or vendors in a bank branch
  □ Training for bank associates to identify warning signs of potential workplace violence, protocol for reporting an incident, and how to react to an active threat
  □ General security education for associates regarding identifying and dealing with violent crimes
  □ Training for associates designed to address the needs of their particular facility or primary business activity
■ Engaging and overseeing guards and guard services agreements
■ Communicating with and maintaining relationships with law enforcement agencies

**Associate Guidelines**
It is important for associates across BB&T to understand the important role that each one has in maintaining the most secure working environment possible. A secure workplace is positively impacted by associates who:

■ Know and comply with BB&T’s security procedures and report any violations to UFO (Unusual Financial Observation) Management and any potential security problems to Corporate Security. Violation of security policies or procedures may result in disciplinary action, up to and including termination. In addition, illegal acts committed by associates will be reported to the appropriate state or federal law enforcement agency.
■ Know how to properly use the security devices that are installed and in use in their offices.
■ Follow the proper opening and closing procedures described in the Bank Security Manual. They are critical to beginning and ending your workday safely.
■ Understand that a robbery can occur at any facility, banking or non-banking, which carries the BB&T brand and that knowing how to properly respond during and after a robbery is essential to ensuring safety, preserving evidence, and prosecuting the offender(s).
■ Safeguard keys, combinations, access cards, or alarm PIN codes that may have been issued as part of their job responsibilities just as they would any personal password. Knowledge of access levels should be based on a business need only.
■ Know that BB&T property or equipment may not be removed from the premises without written authorization. Associates who want to take BB&T property or equipment off premises must obtain authorization from their supervisor. Associates are responsible for the proper use, care, and return of all BB&T equipment assigned to them.
■ Know that, by working in a sensitive or high security area of BB&T, they must meet any applicable special security clearance requirements specified for such jobs. These requirements may include more extensive background checks, fingerprinting, bonding, or other special security measures. Failure or inability to meet and/or comply with any special security is grounds for termination of employment or rejection of an applicant.
■ Know that associates and clients are not permitted to bring firearms or other weapons into BB&T buildings. Weapons are prohibited from BB&T property with the exceptions of:
- Weapons carried by Armored Car personnel, Third-Party ATM Servicing personnel, Contract Security Guards, and Law Enforcement personnel
- Weapons carried by BB&T associates within Corporate Security or Corporate Investigations when in direct support of Executive Protection Program efforts and authorized by BB&T
- Weapons maintained within a client’s, vendor’s, or associate’s personal vehicle, but only if specifically permitted by applicable state law

- Exercise reasonable care for their own protection and for that of their personal property while on BB&T premises and while away from the premises on business. BB&T assumes no responsibility for loss, damage, or theft of associate personal property.
- Know what to do to prevent and detect various types of crime and how to assist Corporate Investigations and local law enforcement with prosecutions.
- Know how to report any suspicious activity.
- Update the Site Closing/Delays InSite page should their location(s) have to close for any reason or abbreviate their posted business hours.
- Know they are subject to search, surveillance, and interrogation whenever BB&T feels such action is warranted to maintain security. This includes, but is not limited to, inspection of all personnel property brought on to BB&T’s premises, such as vehicles, packages, briefcases, backpacks, purses, bags, and wallets. Additionally, BB&T may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time.
- Know they may be asked to take a polygraph examination when BB&T is investigating economic losses such as those resulting from theft, embezzlement, sabotage, or similar economic injury. No disciplinary action will be taken against any associate solely on the basis of the results of a polygraph examination or for a refusal to participate in such examination.

Security Education Services
In order to provide security training to associates, a variety of resources have been developed, including topical videos, on-site training or webinar training by a security professional, security training modules on InSite, and online courses delivered through the BB&T University Learning Center.

Training videos are available at branch locations that are installed with Dye Packs to provide associates with training for the proper response and use of the enhanced security equipment.

The BB&T University Learning Center provides four training resources to all associates, regardless of their location and functional responsibilities:

- Two courses provide practical security information for any associate assigned to work at a branch, the associate who periodically uses the branch to meet clients, or the corporate or line of business associate assigned to a branch due to client demand for services. The courses are also in place for compliance with the Federal Deposit Insurance Corporation’s directive to banks under their jurisdiction to provide for initial and periodic training of officers and associates in their responsibilities under the security program and in proper associate conduct during and after a burglary, robbery, or larceny. The courses cover robbery procedures and opening and closing procedures, along with personal safety.
- Two courses provide guidance on how to identify warning signs of potential workplace violence, the appropriate protocol for reporting incidents or concerns, and how to react to an active threat. A separate course is assigned to those associates with direct reports and includes guidance on leading constructive conversations about workplace violence with associates who may be more directly involved in a volatile situation.

To access these courses and other training opportunities, access the BB&T University Learning Center on InSite by clicking the link in the Quick Links section.

Equipment Guidelines
Corporate Security Services has established security equipment guidelines to be used when replacing obsolete
equipment, designing new facilities, or planning major renovations. Security Risk Assessments will determine if existing security applications are acceptable or if factors dictate either an upgrade or replacement.

Corporate Security Services must approve all additions, changes, or modifications to security equipment.

**INFORMATION AND SYSTEM SECURITY**

**Information Protection**
BB&T has always placed the highest value on the information our clients and associates share with us, and we are committed to protecting and safeguarding that information. As a financial services provider, BB&T also has a federally regulated obligation to protect the privacy of our clients and the confidentiality of their personal information.

Associates in all areas and at all levels of BB&T use confidential client information, proprietary company information, computer systems, and/or data processing resources. As an authorized user of these information assets, you are expected to use, protect, and dispose of them in a manner that supports the corporate information protection policies, standards, and guidelines.

By promoting and complying with information protection policies, standards, and guidelines, you will:

- Protect your ability to perform essential job functions by ensuring the availability and integrity of the computer systems and data processing resources.
- Prevent the loss of critical information, thereby eliminating time consuming and costly re-creation of data.
- Ensure compliance with federal privacy regulations to safeguard the confidential information of our clients and associates.
- Reduce the likelihood of a breach of the confidential information of our clients and associates.
- Allow the business to use technology driven services to meet the needs of existing clients and establish new client relationships.
- Maintain our clients’ and shareholders’ trust and confidence.

Maintaining the highest levels of information protection must be a priority for every associate. Your efforts will help ensure the privacy of our clients, protect our critical business information systems, and strengthen the integrity and reputation of the world standard client services offered by BB&T.

**Accessing the Corporate Information Protection Policies**

*Corporate Information Security on InSite*

The Corporate Information Protection policies and standards are available through InSite (InSite > Departments > Information Security > Policies).

**Associate Guidelines**

The following are a few key aspects from the Corporate Information Protection policies and standards that you are expected to follow.

**Basic Standards**

Access to information must be authorized by management and restricted to a “need to know” basis. It must be based on the sensitivity of the information or a need to access the information to perform the job.

To access the computer network resources, you are assigned a unique User ID that is for your use only. Passwords are created and controlled by you and used with your User ID to verify your identity to the computer system.

You are personally accountable for all system activity associated with your User ID and password. Never share your password with anyone, including other associates or contingent workers.

To minimize the risk of introducing malicious or incompatible software, only authorized software is allowed on BB&T-owned computers. Purchased software must be on the approved software list (maintained by Data & Technology Services) and must only be acquired from reputable and reliable vendors.

It is against corporate policy to disable, bypass, circumvent, or otherwise attempt to negate information security controls.
security measures. Failure to comply with the corporate information protection policy may be considered a violation of the BB&T Code of Ethics for Associates.

In the event of a potential or actual risk to corporate information assets, or violation of corporate policy, you must immediately notify your manager, supervisor, and/or Corporate Information Security. Report Information Security incidents via InSite: Departments>Information Security>Report Incidents and Scams.

Data Classification Policy
Data classification is the process of assigning information (printed or electronic) to a category based upon its value and inherent risks.

BB&T’s information assets are to be classified into the following categories:

- **Restricted**: Documents or files that contain personally identifiable client information, protected health information, associate payroll information, and credit card numbers are examples of Restricted information.
- **Sensitive**: Examples of Sensitive information include cash delivery schedules, purchasing information, risk assessments, and internal audit reports and findings.
- **Internal**: Examples of Internal information include policies, organizational charts, phone directories, newsletters, and training materials.
- **Public**: Press releases, annual reports, and retail pricing/fee information are examples of Public information.

The Information Protection Standards lists the handling guidelines for each classification category, including labeling, distribution, packaging, storage, destruction, etc. It can be accessed from InSite (InSite > Departments > Information Security > Policies > Information Protection).

Secure Desk Standard
You are responsible for safeguarding the information that is under your direct control. You are always in the best position to limit or restrict access by any unauthorized person(s), including other associates, clients, vendors, or contingent workers.

Regardless of its format, Restricted or Sensitive information should never be left unattended and accessible on your desk, computer screen, or in your office/cubicle space. You may delegate to another associate with equal access to Restricted or Sensitive information to monitor your workspace when leaving for short periods of time.

Always clear the computer screen of Restricted or Sensitive information as soon as you have satisfied your business need. Always log off the network or lock your computer with a password-activated screensaver, or similar option, when you are leaving your immediate work area.

If you use a laptop computer and leave it on the premises overnight, lock your laptop out of sight in a secured cabinet or drawer prior to leaving for the day. During the workday, secure your laptop computer to furniture with a cable lock, even if you have a lockable office.

All documents containing information classified as Restricted, Sensitive or Internal must be discarded using a crosscut paper shredder or a secured disposal bin. It is further recommended that all other company information also be disposed of securely.

If you have been granted permission by management to take documents, portable media, laptops, etc. off-site, you are responsible for maintaining controls to prevent unauthorized access or theft.

Acceptable Use Standard
BB&T systems are intended to be used for business purposes and must be used in accordance with the BB&T Code of Ethics for Associates, BB&T Corporate Information Security Policy, and applicable state and federal laws and regulations. Restricted and Sensitive information must not be transmitted to or stored on an associate’s personal mobile device or email account.
Occasional personal use of BB&T telephone, email, and Internet systems totaling no more than 20 minutes on average per day is permissible if the use:

- Does not interfere with worker productivity
- Does not preempt any business activity
- Complies with the BB&T Code of Ethics for Associates, BB&T Corporate Information Security Policy, and applicable laws and regulations

**Email Use**

It is against corporate policy to intentionally access another associate’s email for unapproved business or personal purposes. The following are examples of inappropriate use of email:

- Discriminatory or offensive jokes
- Vulgarity, sexually explicit language, or violence
- Chain letters (forwarding of non-business email)
- Computer viruses or other malicious programs
- Personal advertisements or solicitations

To avoid fraud and malware, never open (double-click) suspicious email attachments or hyperlinks. Forward suspicious emails to phish@bbandt.com and then delete them from your inbox. To help associates learn to recognize email scams, Corporate Information Security conducts an ongoing “phish assessment.” For more information on phishing, visit InSite > Departments > Information Security > Learn > Phishing.

If you must request or transmit (outside BB&T) account information, Social Security numbers, or other confidential information via email, be sure to mark the message for secure transmission by including #secure# in the subject line of the email.

**Internet Use**

Associates should be aware that your use of BB&T Internet resources is subject to monitoring. You should have no expectation of privacy with its use. Accessing the Internet through connections other than BB&T-authorized methods is prohibited unless approved in writing from Corporate Information Security. For example, dialing out directly to the Internet through any commercial service provider such as Comcast or Time Warner is prohibited.

When using BB&T Internet resources, the following activities are prohibited:

- Disclosing Restricted or Sensitive information pertaining to BB&T or any of its clients without prior approval
- Downloading software, including screensavers and music files, for non-business purposes
- Using the Internet for unauthorized access (i.e. hacking) to remote networks or other systems
- Using Internet resources for personal financial gain
- Using Internet resources to harass, intimidate, or in any way violate the BB&T Code of Ethics for Associates, including:
  - Defamatory, libelous, or slanderous remarks
  - Vulgar, obscene, or other blatantly offensive language
  - Transmission, intentional reception, or downloading of sexually explicit material
- Responding to Social Media content or speaking on behalf of BB&T without approval of Corporate Communications under the HS 8015 Social Media Policy

**Additional Resources**

**Information Protection Associate Guide**

The Information Protection Associate Guide is also available as a helpful reference for Information Protection policies and associate responsibilities. The Guide is available through InSite > Departments > Information Security via a link at the bottom of the page.

**Aware&Secure Newsletter**

The Aware&Secure Newsletter is published monthly by Corporate Information Security, providing articles and announcements to help you protect information at work and home. This publication and other information security news are available on InSite.

**Information Protection Awareness Online Course**

Newly hired BB&T associates are required to complete Information Protection Awareness online course within
the first 60 days of employment. All associates are required to recertify annually.

**Questions?**
If you have any questions, contact Corporate Information Security by email at ciso@bbandt.com.

**Insider Trading**
An associate in possession of any material nonpublic information relating to BB&T or a BB&T client, which has not been available to the public for at least one full business day, is prohibited from trading in the equity (typically, common stock) or debt securities of BB&T or the client company. Associates are also prohibited from disclosing material nonpublic information, either directly or indirectly, to any other persons to facilitate their trading of such securities.

While it is impossible to exhaustively describe what constitutes material information, associates should assume that any information is material if a reasonable investor would consider it important in a decision to buy, hold, or sell stock. Information may be considered material even if it would not by itself determine the investor's decision. Examples of material nonpublic information include, but are not limited to: (a) projections of future earnings or losses, (b) news of a pending or proposed merger or acquisition, (c) news of a significant sale of assets or the disposition of a subsidiary, (d) changes in dividend policies, declaration of a stock split, announcement of stock buyback program, or a proposed securities offering, (e) changes in management, (f) significant new products or services, (g) regulatory news or pending developments, (h) material litigation, or (i) impending financial or accounting problems.

**Consumer Privacy Issues**
Over our long history as a financial services provider, we have placed the highest value on the information our clients share with us. The information clients provide is the cornerstone on which we build trust and confidence in the relationships we establish and the services we offer. With our goal of protecting our clients’ privacy, we have created consumer privacy notices. The BB&T Corporation Consumer Privacy Notice (the Privacy Notice) is provided on behalf of many BB&T companies within the BB&T family, as listed in the Privacy Notice. BB&T Insurance Services provides its consumer clients with the BB&T Insurance Services, Inc. Consumer Privacy Notice. Additionally, some lines of business, including affiliates, may have customized privacy notices for special circumstances. For more information on customized privacy notices, please contact your Privacy Compliance Manager. Every associate is expected to be knowledgeable of the consumer privacy notice for their line of business and to abide by its tenets.

The Privacy Notice discusses what information we collect about clients, with whom we share it, and how it is responsibly protected. The Privacy Notice also provides the consumer with options to opt out of sharing certain information with an affiliate and to limit marketing offers within the BB&T family.

The Privacy Notice applies to consumers who obtain financial products or services for personal, family, or household purposes. Privacy Notices are given to each consumer making a loan, opening a deposit account, or purchasing a product or service from any entity within the BB&T family.

**Privacy Best Practices**
Policies, procedures, laws, and regulations exist to protect the client’s right to privacy and the information BB&T has about its clients, and should be followed. The Privacy Notice must be given before a client’s information is shared with an affiliate and before information obtained from an affiliate is used for a marketing purpose. In addition, associates should ask clients for their permission before sharing information with any affiliate and before affiliate information is used for a marketing purpose. This consent must be documented.

**Categories of Client Information We May Collect**
We may collect the following categories of information about our clients:

- Information on applications; personal financial statements; and other oral, written, or electronic communications, such as the client’s name, address, Social Security number, assets, investment experience, and income
- Information about our clients’ transactions with us and other companies in the BB&T family or others,
such as account balance, transaction history, and payment history

■ Information we receive from third parties, including persons providing services in connection with our clients’ transactions and credit bureaus, such as payment history and credit history

■ Information we obtain from others to verify information provided by our clients, such as employment history and credit or other relationships with third parties

■ Information collected from our websites, such as information clients provide to us and information necessary to manage online sessions with us

Disclosure of Client Information to Third Parties
We do not disclose information about our clients to companies outside of BB&T, except as required or permitted by law. For our everyday business purposes, we may disclose information about clients to third parties to assist us in servicing a loan(s) or an account(s) with us, to government entities in response to subpoenas, and to credit bureaus. In addition, we may disclose the information we collect about clients described above to companies that perform marketing services on our behalf and to financial institutions for the purpose of jointly offering financial products and services to clients, such as mortgage life insurance.

If a client closes an account or if a client relationship becomes inactive, we will continue to treat the information we have collected about the client in accordance with the Privacy Notice.

Client Information We May Share within the BB&T Family
To the extent permitted by law, and for our everyday business purposes, we may share information about our experiences and transactions with our client and identification information with companies in the BB&T family. Unless our client tells us not to, we may also share other information about the client with companies within the BB&T family for various purposes, such as offering the client, or considering the client for, other products, services, or opportunities made available by other BB&T companies. This other information includes the following:

■ Information we obtain from applications or other forms, such as assets and employment history

■ Information we obtain from a credit bureau, such as credit history

■ Information we obtain from others to verify information provided by our client, such as credit or other relationships with third parties

Companies in the BB&T family that may receive this information are all financial services companies, including banks, consumer finance companies, securities brokers-dealers, investment advisors, clearing firms, insurance agencies, and mortgage companies.

Some lines of business or companies in the BB&T family do not share information. The Privacy Notice of the line of business or affiliate should always be taken into consideration.

Informing Us Not to Share this Information within the BB&T Family
If a client asks us not to share this information within the BB&T family, they may miss learning of financial products and services offered by these companies that might be of benefit.

The client may prefer that we not share application information and credit-related information obtained from them and others with companies within the BB&T family. The client may direct us not to share (opt out) by following the opt-out instructions in their Privacy Notice. We will process the client’s request as soon as we reasonably can.

A choice to limit the sharing of information (opt out) only covers application information and credit-related information obtained from the client and others that we might otherwise share within the BB&T family. We may continue to share other information about our client within the BB&T family as permitted by law, such as information about transactions with us and certain identifying information, including name, address, telephone number, and Social Security number.

Informing Us to Limit Marketing within the BB&T Family
Federal law gives consumers the right to limit some, but not all marketing from BB&T companies. Federal law also
requires BB&T to give consumers a notice to tell them how to limit marketing offers from BB&T companies (opt out).

Consumers may limit BB&T companies, such as the banking, lending, credit card, insurance, and securities companies, from marketing their products or services based on personal information received from other BB&T companies. This may include identification information, transaction or history information, or credit information such as income, account history, and credit score.

Consumers may limit sharing of certain information or limit marketing offers (opt out) at any time by contacting BB&T by telephone at 888-800-3420. Consumers may speak to an associate at this number between the hours of 6:00 a.m. and midnight ET seven days a week.

Note: For a joint account (account held by two or more consumers), each of the joint account holders may exercise the right to opt out. We will treat an opt-out direction by one joint account holder as applying to all of the joint account holders with respect to that joint account. For example, if Pat and Kim have a joint account, Pat’s opt-out direction will also apply to Kim with respect to the joint account, but not to Kim’s individual accounts. Kim may separately exercise the right to opt out as to Kim’s individual accounts. In this example, Pat’s opt-out will also apply to all of Pat’s individual accounts.

**BB&T’s Security Procedures for Consumer Information**

We maintain physical, electronic, and procedural safeguards that comply with federal guidelines to safeguard consumer information. Our security measures include computer safeguards and secured files and buildings. Our associates are bound by the BB&T Code of Ethics for Associates and policies to access consumer information only for legitimate business purposes and to keep information about consumers confidential. Associates who violate the BB&T Code of Ethics for Associates and privacy policies put their employment in jeopardy.

**Other Client Privacy Protections**

Clients may have other privacy protections under some state laws. We will comply with applicable state laws as to information about our clients. For example, certain state laws may restrict the types of information we may disclose about clients or require us to provide clients with an additional notice. We will not use or share personally identifiable medical information for any purpose other than the underwriting or administration of an insurance account, policy, or claim, unless otherwise required or permitted by law.

**BB&T’s Commitment to Consumer Privacy**

We will continue to maintain our dedication to protecting our clients’ privacy. Should a client have questions concerning our Privacy Notice, they may call 888-800-3420 between the hours of 6:00 a.m. and midnight ET seven days a week. Our Privacy Notice may also be found on BBT.com. The BB&T Insurance Services, Inc. Consumer Privacy Notice may be found on the website at insurance.bbt.com. For information on customized privacy notices that apply to other lines of business or affiliates in the BB&T family, please contact your Privacy Compliance Manager.

Associates should direct their questions and concerns about privacy issues to their managers. Beyond their managers, they may consult with the Privacy Compliance Manager for the associate’s line of business and/or BB&T’s Corporate Compliance Department at 336-733-2067.

**Anti-Money Laundering, Counter Terrorist Financing, the Bank Secrecy Act, and OFAC**

All Associates, no matter your role and no matter where you are located, must take very seriously BB&T’s obligation to join with governments, international organizations, and other members of the financial industry to protect the financial system from being used by terrorists and money launderers for illicit purposes.

Laws and regulations such as those included within the Bank Secrecy Act (BSA) as well as requirements set forth by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) require financial institutions to implement and maintain appropriate controls to address potentially illicit activity, such as money laundering and terrorist financing, as well as ensure that we do not conduct any business with those individuals and entities that have been prohibited by the United States and other governmental agencies.
The BSA requires, among other things, that we obtain and retain customer identification information, as well as verify customer identity, at account opening; understand the nature of a customer’s business at BB&T; and identify and report to the government suspicious activity conducted by BB&T customers or through BB&T accounts. The OFAC regulations restrict all U.S. persons, both individuals and entities, from engaging in any business with those individuals or entities that have been prohibited because of involvement in or related to terrorism or terrorist-related activities; manufacture, distribution or sale of illicit drugs, or in money laundering. In addition, the OFAC regulations prohibit engaging with certain countries or individuals from certain countries, which have been prohibited by the United States for a variety of reason. Failure to comply with relevant BSA or OFAC requirements can lead to significant adverse consequences for both BB&T and associates, including the potential for criminal penalties and the loss of employment.

While financial institutions play a significant role in helping to protect the country’s financial system from abuse by those who are engaged in illegal activities, our associates provide the best defense. Associates must follow the BB&T AML Policy, comply with all applicable business unit procedures, ensure that all required training is completed in a timely manner, and always escalate any concerns or questions to your managers.

**WORKPLACE VIOLENCE**

BB&T requires associates to maintain a safe workplace, free from hostile behavior, in which all associates are treated with dignity and respect. This commitment is consistent with BB&T’s values and mission.

Associates must maintain a safe and productive work environment that is free from hostile behavior. Verbal or physical threats, acts of violence, and intimidating behavior are forbidden in the workplace. Associates must not threaten or perpetrate a violent act in the workplace; such acts by associates are subject to disciplinary action, which may include termination of employment, civil litigation, and/or criminal prosecution.

Weapons are prohibited from BB&T property, with the exception of:

- Weapons carried by armored car personnel, third party ATM services personnel, contract security guards, and law enforcement personnel
- Weapons carried by BB&T associates within Corporate Security or Corporate Investigations when in direct support of Executive Protection Program efforts and authorized by BB&T
- Weapons maintained within a client’s, vendor’s, or associate’s personal vehicle, but only if specifically permitted by and in accordance with applicable state law

Weapons are not permitted, concealed or unconcealed, in handbags, purses, briefcases, coats, or any other personal property which is located at or on BB&T property or premises, unless specifically permitted by and in accordance with applicable state law. For the purpose of the HS 8012 Associate Behavior – Workplace Violence Policy, BB&T property or premises includes, without limitation, any Corporation-owned or leased property, including corporate vehicles and parking areas.

If an associate believes they are or may be subjected to workplace violence, the associate must immediately report the problem to their manager, Corporate Security via the Corporate Security InSite page using the “Report a Threat” icon, the local Corporate Investigator, or the Regional Associate Relations Manager without fear of retaliation.

If an associate observes or otherwise has knowledge of a violation of the Associate Behavior – Workplace Violence Policy, the associate must immediately report it to their manager, Corporate Security via the Corporate Security InSite Page using the “Report a Threat” icon, the local Corporate Investigator or the Regional Associate Relations Manager without fear of retaliation.

In extreme cases, where imminent danger is present, the manager or an associate in the manager’s absence should contact either on-site security staff or the local law enforcement group, and the Regional Associate Relations Manager.
Associates who receive or witness any threats, real or perceived, instigated by a non-associate must report the alleged threat to their manager, to Corporate Security via the Corporate Security InSite page using the “Report a Threat” icon, the local Corporate Investigator, or the Regional Associate Relations Manager.

If deemed necessary by the manager, in conjunction with the Regional Associate Relations Manager, the associate will be placed on administrative leave until the matter is resolved.

When reasonably necessary to prevent an immediate threat to human health, life, or safety, an associate’s personal belongings brought onto BB&T’s property or premises, including, but not limited to, briefcases, purses, coats, and other such personal items, may be inspected. BB&T also may ask law enforcement officials to inspect any vehicle on BB&T’s property or premises. An associate has no expectation of privacy in anything that is brought onto BB&T’s property or premises, including items placed in an associate’s desk, workstation or locker (where available.) An associate is required to cooperate during such investigations, and failure to do so may result in disciplinary action up to, and including, termination.

If an associate obtains a temporary or permanent protective or restraining order that specifically identifies BB&T property or premises, it must be presented to the associate’s manager, Regional Associate Relations Manager or Corporate Investigations, along with copies of the appropriate documentation, without fear of retaliation.

If BB&T learns of a dishonest or fraudulent act which has been committed by an associate, either before or since employment, the associate is not covered under its fidelity bond. Failure to meet the bond requirements most often lead to the termination of employment. BB&T’s commitment to honesty, integrity, and sound corporate governance requires that only extraordinary circumstances would prompt an exception and allow an associate to remain employed by BB&T.

If licensing by regulatory authorities or governing bodies is required to perform the duties of a position, any newly assigned associate has a stated time-frame in which to obtain the license or face removal from the position.

Failure to renew a license (e.g., securities, insurance, driver’s) required to perform any position necessitates removal from the position. The associate may be considered for other assignments for which they are qualified, if a vacancy exists, or employment may be terminated. If terminated, the associate’s employment ends as an involuntary termination.

Loss of a license required to perform the position through disciplinary action of the issuing body is cause for review of behavior under the BB&T Code of Ethics for Associates and any subsidiary code or rules of conduct and may lead to disciplinary action by BB&T, up to and including termination of employment.

Any associate who is charged with a felony, convicted of any criminal activity or is disciplined by or loses a license from an issuing authority, must notify their manager no later than five business days after the date of the felony charge, conviction, discipline, or loss of license.

Associates in roles engaged in such activities as investment advisory services, securities brokerage, capital markets, insurance services, or investments that are subject to regulatory standards of conduct, including more restrictive time-frames, must comply with the more strict standards of conduct applicable to their positions. Failure to disclose the felony charge or any other conviction in the required time-frame reflects non-compliance with the BB&T Code of Ethics for Associates, which results in disciplinary action, up to and including termination of employment.
SOLICITATION AND DISTRIBUTION

Unrestricted solicitation on BB&T premises interferes with the normal operations of the organization and can have a negative impact on associates’ abilities to perform their jobs. With the exception of BB&T-sponsored events, associates and non-associates, including vendors and clients, must not solicit or distribute literature during work time on BB&T property. This prohibition does not apply to associates during non-work time in non-work areas, such as break rooms.

Approved Activities

Activities and events approved in advance by a member of the BB&T Senior Leadership Team or the local Market President or a designee of either, with advice and consultation of the Regional Associate Relations Manager, are acceptable. Related fundraising activities and internal communications to support an approved event must also be approved in advance. Activities in each market, including both financial support and associate involvement, must be limited in number and closely monitored by the approving individual.

Solicitation and distribution of materials relating to approved events may take place during work time. Information pertaining to the approved activities and events may be posted on designated bulletin boards or other approved areas only. Such postings must include verbiage to reflect that the activity or event is sponsored by BB&T. Postings found outside approved areas must be removed. Further, associates must not display postings for non-BB&T sponsored events in work areas.

Individual participation in an event during non-scheduled work time is considered to be voluntary and is not compensable. For example, if an associate chooses to participate in or volunteer for a BB&T-sponsored charitable race on the weekend, the time is not compensable. If an associate is required by their manager to represent BB&T at an event, the time is compensable.

Associates are allowed to take eight hours with pay annually to work on any community-related project of their choosing. This eight-hour allowance is distinct from any other time involved in BB&T-sponsored activities such as the Lighthouse Project, United Way campaigns, etc. The scheduling of this time off must be approved by the associate’s manager (refer to HS 7004 Other Time Off Policy).

Solicitation by Charities

Certain BB&T-sponsored charities, such as United Way, are permitted to solicit contributions on BB&T premises during specified times of the year.

- The United Way is the only approved organization in which contributions by associates are administered through BB&T’s payroll deduction.
- BB&T shows its support of the United Way by allowing a member of the BB&T Senior Leadership Team or the local Market President or a designee of either to grant one additional paid “rewards” day for each forty associates (1:40 ratio) for participation at a target level (typically Fair Share for the United Way). The “rewards” day off applies to the United Way campaign only and must be taken the following calendar year, unless the campaign is completed before September 30, and must be scheduled with the associate’s manager.
- Blue jean days are not permitted in connection with United Way campaigns and other similar events.

Expressions of Support to Associates

Solicitations for gifts or expressions of sympathy to associates or their families are permitted, provided the prior approval of management is obtained. Such activity should generally be limited to the impacted associate’s immediate work unit. The purchases of flowers or memorials sent on behalf of BB&T are permissible for certain events (refer to HS 9006 Flowers – Death, Illness or Birth Policy).

Solicitation on Behalf of Organizations

Solicitation for memberships in any social, political, fraternal, or union organization is prohibited except as permitted by the narrowest interpretation of the National Labor Relations Act. In regards to union organization, associates are permitted to solicit or distribute literature in support of or opposition to
union representation. However, the solicitation or distribution of literature by non-BB&T associates in support of or opposition to union representation on BB&T premises is prohibited.

Use of BB&T Assets
Except in support of approved activities or events, associates must not use BB&T assets of any kind for purposes of solicitation or distribution. (Refer to HS 8005 Use of Communications Systems Policy.)

BB&T maintains designated bulletin boards to communicate information about BB&T to associates and to post notices required by law. These bulletin boards are only for the posting of such information and notices, and only persons designated by the Human Systems (HS) Division may post or remove such material from the bulletin boards.

Separate bulletin boards may be erected for the purpose of posting other policies and community involvement events.

Collection of Money or Sale of Products
There will be no solicitation of funds or sale of products by outside vendors, individuals, or groups on company premises at any time without the express written permission of management.

EXPENSES
Expenses Incurred in Job Performance
You will be reimbursed for reasonable expenses incurred by you in the performance of your job. Your manager will be happy to discuss with you those expenses for which you will be reimbursed, such as mileage reimbursements for use of your personal automobile. Please consult with your manager before incurring any expenditures. In the event you are requested to transfer from one town to another, you should study thoroughly the HS 5009 Relocation Policy.

Expense management is important in order for BB&T to continue to ensure the profitability and soundness of BB&T. Each associate is a steward of company resources and is expected to manage those resources prudently. Guidelines exist regarding expense management which include references to, among others, the following:
- Travel
- Lodging
- Automobile usage
- Client/prospect entertaining
- Meals – per diem
- Memberships in clubs
- Corporate business cards
- Maintaining receipts $25 or greater
- Education

Prior to incurring expenses in the performance of your job responsibilities, familiarize yourself with the AFR 2100 Expense Reimbursement Policy available in the Accounting and Financial Reporting Library in PolicyPoint. Submission of personal (non-business) expenses on a BB&T associate expense report or personal purchases made with a BB&T Corporate Business Visa Card are not acceptable and may lead to disciplinary action up to and including termination of employment. Please note that all business travel should be booked through BB&T’s designated Travel Management Company.

Vendor Expenses
Associates are not permitted to authorize or commit payments to vendors without following the Enterprise Support Services policies and standards. Email and verbal commitments for payments are not permitted. All vendor agreements including scope changes or resource extensions must be executed on contract amendments signed by Enterprise Support Services.

Associates are not authorized to sign binding agreements with vendors. Emergency payments to vendors may be authorized in writing by Executive Management.

PARTICIPATION IN TRADE AND PROFESSIONAL ASSOCIATIONS
Associates are encouraged to participate in trade and professional associations that promote BB&T’s goals, individual skills development, and/or professional
recognition. Should associates have an interest in participation in such organizations, they are encouraged to discuss the matter with their managers to gain approval for membership (and any related expenses) and establish agreed-upon levels of participation.

COMMUNICATIONS
Confidentiality of Communications
The nature of the business conducted by BB&T requires associate conduct to comply with the BB&T Code of Ethics for Associates. As part of BB&T's commitment to high standards of professional and ethical conduct, associates maintain confidentiality of business communication, in compliance with all laws and regulations.

Except in relation to monitoring programs that are designed for training or quality control by BB&T, associates must not:

- Tamper with or intrude on any transmission, whether by voice, data, facsimile, electronic mail, or message storage (voicemail)
- Repeat or listen in on another’s business communication, without permission
- Record or permit others to record business communications, without permission
- Install, permit installation of, or use any device that enables someone to listen to, record, or observe a business communication, or realize that a business communication has occurred
- Use information from any business communication, including internal documents, meeting materials (or photographs thereof), or knowledge that a business communication has occurred, for their personal benefit or for the benefit or harm of others
- Allow anyone (associate or non-associate) to violate any of the above rules

Associates must report violations or suspected violations of the above provisions to their manager or the Human Systems Division. Associates who violate the HS 8011 Confidentiality of Business Communications Policy may be held liable for violation of federal and state laws regarding privacy of business communications and is subject to disciplinary action up to and including termination of employment.

This is not intended to limit, restrict, or affect any rights associates have under any applicable federal, state, or local law including the National Labor Relations Act. Associates will not be subject to disciplinary action, discrimination, or retaliation or other adverse consequences as a result of exercising their rights under the law.

Communication Services and Equipment Guidelines
BB&T provides or contracts for the communications services and equipment necessary to promote the efficient conduct of its business.

The HS 8005 Use of Communications Systems Policy governs associate use of communications services and equipment. Such communication services and equipment includes BB&T letterhead, business cards, PCs, network hardware, firmware, operating software, applications, communication systems, data storage devices, electronic mail systems, instant messaging technology, databases, Internet access (browsers), servers, mainframes, laptops, mobile devices (including smartphones and tablets issued or managed by BB&T), telephones, and fax machines.

Managers must instruct associates on the proper use of communications services and equipment for both internal and external business communications. (refer to the IS 1003 Information Security Acceptable Use Standards for more information).

Some communications services and equipment have toll charges or other usage-related expenses. Associates must be aware of these charges and expenses and consider cost and efficiency when choosing the proper vehicle for each business communication. Associates must consult their managers if there is a question about the proper mode of communication. Associates must not participate in “streaming” information unless doing so for a business-related purpose.

BB&T may access and monitor associate communications and files stored on company
communication systems and BB&T owned or managed devices in compliance with the Confidentiality of Business Communications Policy and applicable laws. Associates must use BB&T’s communication systems primarily for business purposes. Occasional personal use, generally totaling no more than 20 minutes on average per day, but all personal use must conform to the HS 8005 Use of Communications Systems Policy and the IS 1003 Information Security Acceptable Use Standards. Associates must have no reasonable expectation of privacy when using BB&T owned and/or managed devices, except as dictated by law.

An associate who does not have direct access to a corporate telephone must make provision to have emergency or other necessary incoming calls routed to their managers or Business Unit Manager (if their direct manager is not available). BB&T will attempt to deliver personal messages to associates but cannot guarantee the prompt and accurate relay of such messages.

Associates must exercise care so that no personal correspondence appears to be an official communication of BB&T. Associates must ensure that personalized company letterhead and business cards are issued by BB&T for business purposes only. Associates must not use BB&T’s address for receiving personal mail or use corporate letterhead or postage for personal letters. Additionally, credentials and licenses listed on business cards, corporate email signatures, or business correspondence must be related to the associate’s current job function.

Improper use of BB&T’s communications services and equipment may result in disciplinary action, up to and including termination, as well as reimbursement to BB&T for expenses incurred for excessive personal use.

**News Media Guidelines**

Any news story that references BB&T has the potential to influence millions of current and potential clients and shareholders. Negative press and viral messages on social media can damage the reputation of BB&T as well as the individual associate.

To protect the BB&T brand and associate, all media inquiries and requests should be immediately referred to Corporate Communications at media@bbt.com or 336-733-1471.

Only Corporate Communications or authorized spokespersons may initiate contact with the media on BB&T’s behalf. This includes news releases, print and online articles, blogs, photos, and story ideas. All exceptions must be approved by the director of Corporate Communications.

The complete ESME 1000 Corporate News Media Policy can be accessed on InSite in PolicyPoint.

**BB&T Corporation Policy on Social Media**

BB&T’s HS 1001 Social Media Policy provides associates with standards for participation in work-related social media, i.e. both business use of social media and personal use in which the associate’s affiliation with BB&T is known, identified, or presumed.

BB&T recognizes Social Media as a personal method of communication and an evolving method of conducting business. Social Media plays an important role in BB&T’s day-to-day operations, but its use also presents risks and carries with it certain responsibilities.

The Social Media Policy assists associates with making appropriate decisions about work-related social media. Although what associates do outside of work hours is a personal decision, activities in or outside of work that affect job performance, the performance of other associates, or BB&T business interests are within the scope of this policy. As with all BB&T policies, this policy is not intended to limit, restrict, or affect any rights associates may have under any applicable federal, state, or local law including the National Labor Relations Act. Associates are not subject to disciplinary action, discrimination or retaliation, or other adverse consequences as a result of exercising their rights under the law.

**Personal Responsibility**

When using Social Media, associates are personally responsible for their actions and must validate any content they publish is consistent with the BB&T Code of Ethics and does not create liability of reputational risk for BB&T. Further, a publication must be accurate at the time it is posted and, if determined later to be inaccurate, must be corrected immediately.
Professionalism
Associates must ensure their participation in any work-related Social Media adds value, conveys respect for the audience, and does not include language or material that may be construed as offensive, insulting, discriminatory, harassing, intimidating, or threatening. Examples include, but are not limited to: disparaging statements about clients or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or BB&T policies.

No Expectation of Privacy
Because Social Media platforms are public forums, associates have no expectation of privacy regarding anything they communicate through Social Media, as this information may become widely accessible and exist indefinitely. Associates using BB&T’s communication services and equipment to participate in Social Media may be subject to having their activities accessed and monitored in accordance with the standards outlined in HS Policy 8005 Use of Communications Systems and the IS 1003 Corporate Information Security Acceptable Use Standards. Additionally, posts on BB&T-owned Social Media may be monitored, and BB&T reserves the right to remove any content deemed inappropriate.

Restricted, Sensitive and Internal Information
Associates must not disclose non-public, restricted, sensitive or internal content such as client information, business formulas, financial forecasts, or other information intended solely for internal use on Social Media. Further, the disclosure of such information about clients, associates, or vendors including names, addresses, Social Security numbers, and account information may be a violation of federal law. Associates must not reference or include photos of clients or vendors without obtaining their consent.

Copyright and Trademarks
Associates must not use BB&T logos, branded imagery, taglines, or other trademarked or copyrighted materials on Social Media without approval from the BB&T Enterprise Marketing, Sales, and Experience Department. Likewise, materials belonging to other entities which may be protected by copyright or trademark must not be used without permission from the owner unless it is verified to be in the public domain or otherwise available for use.

Corporate Representation
Only Corporate Communications associates or approved individuals under the EMSE 1000 Corporate News Media Policy may speak generally on behalf of BB&T. Absent such approval, associates are not authorized to speak on behalf of BB&T nor represent or provide the impression they are doing so. Associates must not attempt to respond to any statements or content on Social Media, on behalf of BB&T. Associates must also not address client service issues, promote products, solicit business, or otherwise conduct BB&T business on personal, non-BB&T approved Social Media sites. Further, associates must not communicate recommendations, advice, referrals, endorsements, or communicate anything that might reasonably create the impression that they are communicating as a representative of BB&T.

Personal Use Disclaimer Requirement
Any information posted by an associate to Social Media regarding BB&T that implies a connection to BB&T or discloses one’s identity as a BB&T associate must use a disclaimer such as “The views in this posting do not necessarily represent the views of my employer.” Officers must note that a standard disclaimer may not exempt them from personal responsibility and must consider whether personal statements they publish may be misunderstood as expressing BB&T positions and whether they, in fact, have the authority to make such statements.

Productivity
Associates participating in Social Media for personal activities during work hours must confirm such activity does not cause a distraction or interfere with productivity in accordance with the Acceptable Use Standards outlined in IS 0001 Corporate Information Security Policy.

Business Use Transparency
When associates use BB&T-owned Social Media for authorized business purposes or for posting comments to a BB&T-owned site, they must clearly identify themselves as associates of BB&T.
**Other Considerations**

Various Business Units (BU) may have additional restrictions regarding the use of Social Media due to regulatory, legal, and risk requirements. Associates of such BUs are responsible for knowing and complying with such restrictions. Additionally, the use of Social Media by BB&T BUs for business purposes and to perform daily work activities is governed by procedures at the BUs level.

BUs requesting to use Social Media for daily business practices must have the approval of the Enterprise Marketing, Sales and Experience Department.

Violations of this policy may result in disciplinary action up to and including termination of employment.

**Telephone Answering Guidelines**

Associates should answer the telephone in the following manner:

- Identify BB&T by saying, “Welcome to BB&T!”
- Identify yourself by stating your name
- Announce your line of business, department, or financial center
- Offer to help the client by asking, “How may I help you?”

Calls should be answered as soon as possible by the associate or an administrative assistant.

For more information on BB&T’s telephone answering guidelines, including detailed instructions on phone answering, holding, and transferring calls, consult the PCE Basics Booklet (InSite > PCE/IRM tab > PCE Central).

**Voicemail Standards**

You should update your voicemail on a regular basis if you communicate directly with external BB&T clients to ensure your clients have a clear expectation of when to expect a returned call. Be sure to include “Welcome to BB&T,” your name (first and last), department or financial center, day and date, a brief description as to when you will return, and the option to speak to a live person (if applicable), as well as a thank you for the call. Refrain from giving too much personal information in your greeting.

For more information on BB&T’s voicemail standards, consult the PCE Basics Booklet (InSite > PCE/IRM tab > PCE Central).

**Client Correspondence Standards**

The guidelines below are to be used to assist you in your written communications with internal and external clients and prospects:

- Set up your correspondence as a letter or a notice.
- Left margin justify all letters and notices.
- Refer to individuals or companies who have existing relationships with BB&T as clients.
- Use proper BB&T letterhead. This can be ordered through our letterhead supplier on Ariba.
- Date all correspondence.
- Print name and address in upper- and lower-case letters. Place any subject line (Subject:) one line under address.
- All body copy should be upper and lower case. Never use all caps.
- Personalize salutation or greeting whenever possible (Dear Mr. Jones:) and use a colon after the name.
- Provide a friendly introduction in the body of correspondence, including a “thank you” for banking with BB&T.
- Include a purpose paragraph (the reason for your correspondence) and get quickly to the point.
- Provide phone number, financial center/department, and office hours for follow-up or questions from the client.
- Use the pronouns we or us in correspondence on behalf of BB&T. Use I or me if you have personal interaction with the client or you are the only person the client needs to call.
- End all correspondence with some form of thank you, but phrase it differently than the thank you in the introduction.
- Use “Sincerely,” as the standard closing to all letters.
- End with your name, title, department name, and phone number. Signatures may be actual or replica. If you copy others on the correspondence,
please use c to indicate copy. It is optional to use Enclosure if an enclosure is included (if used, place the word “Enclosure” one line below phone number).

- Correspondence should meet all legal and compliance requirements.
- Keep all correspondence as brief and factual as possible.

Our correspondence to our internal and external clients and prospects is a direct reflection of BB&T and of us as individuals. We hope these standards will help all of us to deliver the ultimate form of “written courtesy” in our communications with clients and prospects.

**Nametags**

One fundamental way to respect our clients is by providing them with our name. Wearing your nametag allows you to consistently execute on BB&T’s Perfect Client Experience client service strategy. It is essential that we know our clients and that our clients know us.

- Nametags are required for all client-facing associates. For all other positions, wearing the nametag is optional and associates should use their own judgment given the circumstances (ex: large group meetings, training events, hosting guests). As a matter of corporate pride, associates may choose to wear either their nametags or lapel pins; however, it is not necessary to wear them together.
- Nametags are not expected to be worn outside of work.
- Tellers and Branch Bankers are to order Nametags with their first name only.

Nametags may be ordered online using InSite, Enterprise Spend Management. We ask that the first and last names of each associate be keyed as the associate would like to see them on the nametag (excluding Tellers and Branch Bankers). Middle initials may be included if they are used as part of the name. Only appropriate nicknames will be permitted (for example, Meg for Margaret, Debbie for Deborah, or Bob for Robert).

**Email Use Guidelines**

When using the electronic mail system to communicate with persons inside or outside BB&T, you are representing the Company and must do so in a professional, courteous, and positive manner at all times. You should adhere to the guidelines as written in the PCE Basics Booklet (InSite > PCE/IRM tab > PCE Central).

Any violation of the BB&T Electronic Mail Policy may subject you to disciplinary action, including possible loss of email access, termination of employment, and/or legal action, depending on the severity of the infraction. This includes intentionally accessing another user’s email for unapproved business or personal purposes.

**PCE Guidelines for Email Auto Signature**

The structure of your email auto signature is a reflection of you and the BB&T brand. In striving to provide a Perfect Client Experience with every client interaction, it is important you follow BB&T guidelines for a professional auto signature. Unlike your personal email account, the BB&T auto signature is expected to be consistent throughout the organization. Refer to the guidelines as written in the PCE Basics Booklet when creating your auto signature as a BB&T associate (InSite > PCE/IRM tab > PCE Central).

**Out of Office Assistant Messages Guidelines**

In providing a Perfect Client Experience at BB&T, the use of the Out of Office Assistant messaging has proven to be very effective. The courtesy of providing an immediate response to clients when you are away is essential to Perfect Client Experience. An appropriate Out of Office Assistant message communicates to clients that you are out of the office, when you will return, and when they should expect to receive a response from you. Refrain from sharing too much personal information. In many cases, it gives the client the name of a BB&T associate that can be of assistance in your absence. It shows the client that you truly care about them and are dedicated to being reliable and responsive to their needs. While you are away from your office, use the Out of Office Assistant function within Outlook and refer to the guidelines as written in the PCE Basics Booklet to provide a Perfect Client Experience and support our brand promise (InSite > PCE/IRM tab > PCE Central).
Mobile Device Guidelines
The Mobile Device Guidelines apply to any device used to make or receive phone calls, surfs the Internet, takes pictures or videos, text messages, or receive and send email. These guidelines will assist you in continuing to provide the Perfect Client Experience to your internal and external clients by being reliable, responsive, empathetic and competent. Additionally, these guidelines reflect the appropriate use of your mobile device in the workplace, meetings, client appointments, etc.

Note: Certain lines of business have specific requirements related to the use of mobile devices. Discuss the appropriate use and expectations of the mobile devices with your manager.

The following are some tips for ensuring the Perfect Client Experience while in possession of your mobile device at work:

■ If you are in a “client facing” position, it is inappropriate to use a mobile device at your work station or while interacting with a client. You owe your clients your full attention in order to provide the Perfect Client Experience.

■ Personal calls and texting on a mobile device during work hours can interfere with productivity, safety, and can be distracting to others. You are encouraged to make personal calls and return texts during breaks, lunch, or after hours, to the fullest extent possible. While at work, it is a good idea to allow personal calls to go to voicemail. This decision will give you the option to take the call at an appropriate place and time.

■ If you have a mobile device at work, set it on silent or vibrate to avoid disturbing others. If it is necessary for you to deactivate the silent or vibrate status, please ensure that you have chosen a professional ring tone. A distracting ring tone has the potential to project a less-than-professional image and could potentially be offensive to others.

■ Refrain from chit-chat with your family and friends in the workplace, elevators, and restrooms. While it is okay to use a mobile device at work during breaks for personal calls, you are encouraged to find a private place to take the call, rather than at your desk. Remember, while you may be on break, other team members are conducting business.

■ Many personal and business conversations contain information that should remain confidential or private. Before using a mobile device in a public location to discuss private business or personal issues, make sure that there is enough distance to keep the content private. Be aware that conversations can be overheard by someone eavesdropping (deliberately or otherwise) and by using electronic equipment to “electronically eavesdrop.” This awareness is most important to conversations pertaining to sensitive business-related matters, such as merger/acquisitions, client account information, etc.

■ Do not take mobile device calls while you are also on a land line business call, unless it is a rare and unavoidable emergency. To prevent the perception that the primary person in which you are speaking is less important than the mobile device caller, you should explain that an emergency has occurred and appropriately end the land line call.

■ Limit the use of a mobile device during meetings. When you use your mobile device in a meeting, you are being disrespectful to your prospect, client, or fellow associates. If you receive an urgent call or message, excuse yourself and conduct your business in a private place. Messages should be returned during a break or after the meeting.

■ Avoid taking spontaneous random photographs or videos in the work area unless it is clearly work-related, and only with the knowledge and permission of those present. Do not post pictures or videos taken at work on social media. Refer to the Mobile Security Standard stating the use of camera phones for the recording of sensitive and restricted material is prohibited.

DISPUTE RESOLUTION POLICY
BB&T provides associates an opportunity to present their work-related complaints and appeals management decisions through an internal dispute resolution procedure.

The HS 9004 Dispute Resolution Policy communicates the process used to resolve associate disputes internally. As used in the Dispute Resolution Policy, the terms...
“timely,” “timely fashion,” “reasonable time,” and “promptly” generally refer to a period of 10 working days, unless there are extenuating circumstances. BB&T may, at its discretion, refuse to proceed with any complaint it determines is improper under the Dispute Resolution Policy. Further, the Dispute Resolution Policy does not alter the employment-at-will relationship in any way.

Associates must notify their managers or the next level of management, if necessary to the circumstances of the complaint, in a timely fashion, of any complaint they consider appropriate for handling under the Dispute Resolution Policy. The Dispute Resolution Policy is the established remedy for associates with such issues.

Dispute Resolution Steps
Complaints may be resolved at any step in the process. Complaints are to be fully processed until the associate is satisfied, does not file a timely appeal, or exhausts the right of appeal.

Associates who feel they have an appropriate complaint should proceed as follows:

Step I
When an associate has a work-related issue, the associate brings that issue to the attention of the immediate manager. That manager gathers any pertinent facts and provides a resolution to the situation. If the immediate manager is a part of the associate’s concern, the issue is discussed by the associate with the next level of management (the manager’s manager). If the issue regards procedures internal to the associate’s department, the manager must act responsibly to address the concern. If the associate’s concern regards policies or other issues outside of the immediate manager’s area of responsibility, the manager confers with the next level manager and the Regional Associate Relations Manager for advice on how to handle the matter. The manager responds to the associate in as timely a manner as possible after the concern has been raised and documents the proposed resolution.

Step II
If the resolution offered in Step I is not satisfactory to the associate, the associate has the right to appeal the decision in writing to the next higher level of management within the chain of command. This written appeal outlines why the resolution offered in Step I is not satisfactory and provides any additional information to support the complaint. The manager and the Regional Associate Relations Manager review all data collected and the decision that has already been reached. In this process, the Group Associate Relations Manager may be contacted by the Regional Associate Relations Manager for additional input. A decision is made and communicated to the associate as soon as possible thereafter, based on the circumstances of each situation (the decision made in Step I may prevail). Results of resolution must be documented and reported by the Regional Associate Relations Manager to the Group Associate Relations Manager and/or the Associate Relations Manager.

Step III
It is anticipated that most situations are resolved in Steps I or II; however, if an associate or Step II manager deems it appropriate to seek the advice of a higher level, the Group Associate Relations Manager and/or the Associate Relations Manager or their designee, the Corporate Diversity Manager, and the associate’s Business Unit Manager or their designee review the situation and render a final decision. The decision of this group is communicated in writing to the associate and the Human Systems Division Manager by the Associate Relations Department.

Other Information
The Human Systems Division provides training and support to managers in dealing with associate complaints. In addition, associates are encouraged to consult with their direct manager, their second level manager, or the Regional Associate Relations Manager on a less formal basis regarding associate complaints or disputes when appropriate.

Decisions are not precedent-setting or binding on future complaints unless they are officially stated as BB&T
policy. When appropriate, the decisions are retroactive to the date of the associate’s original complaint.

Managers must hold information concerning an associate complaint in confidence to the fullest extent possible. Managers investigating grievances must discuss them only with individuals who managers deem have a need to know or who must supply necessary background information or knowledge. Time spent by non-exempt associates in discussing complaints with management is considered hours worked for pay purposes.

Associates must not be penalized or retaliated against for proper use of the dispute resolution procedure. However, associates who report alleged disputes in bad faith or solely to harass a fellow associate or delay resolution of a dispute must be disciplined in accordance with HS 8008 Disciplinary Policy.

HEALTH AND SAFETY
Drugs, Narcotics, Alcohol, and Tobacco

In the interest of promoting a safe and secure work environment for all associates, BB&T prohibits the possession of and abuse of illegal/controlled substances and alcohol at all of its locations.

The Drug, Narcotics, and Alcohol Policy provides clear standards regarding substance abuse in the workplace and details BB&T’s process for conducting for-cause and random substance abuse screenings.

The unlawful manufacture, distribution, dispensing, possession, and use of controlled substances in the workplace are strictly prohibited. The abuse of over-the-counter and prescription drugs in the workplace is also prohibited. BB&T also prohibits the off-premises abuse of drugs, alcohol, and controlled substances, as well as the possession, use, or sale of illegal drugs, when those activities adversely affect job performance, job safety, or the reputation of BB&T in the community.

BB&T does not hire (subject to federal, state, or local law restrictions) alcohol or drug users whose current use of those substances prevents them from performing their jobs or whose behavior would constitute a direct threat to the property or safety of others.

An associate must report use of over-the-counter or prescribed substances to their manager if the use of these substances might impair the associate’s ability to perform their job safely and effectively. In doing so, the associate is not required to divulge their medical condition. The manager, in consultation with the Regional Associate Relations Manager, and following an interactive conversation with and observation of the associate, must determine whether the associate is able to perform the essential functions of the job safely and properly.

Associates are subject to disciplinary action, up to and including termination of employment, for violations of the Drugs, Narcotics, and Alcohol Policy. Violations include, but are not limited to: personally possessing illegal or non-prescribed drugs and narcotics or alcoholic beverages at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on BB&T’s premises or while conducting BB&T’s business. Associates, their possessions, and BB&T-issued equipment and property under their control are subject to search and surveillance at all times while on BB&T’s premises or while conducting BB&T’s business, in accordance with federal or state laws. Possessing, distributing, or using over-the-counter (OTC) medications consistent with their labeling instructions are not a violation of the Drugs, Narcotics, and Alcohol Policy, provided these medications do not impair an associate’s ability to perform their job safely and effectively, as stated previously.

Associates may be tested at any time to determine the presence of drugs, narcotics, or alcohol, unless such tests are prohibited by federal or state law. Associates authorize BB&T’s use of the test results for purposes of administering its disciplinary policy; additionally, failure to submit to a random drug or alcohol test is cause for immediate termination of employment, subject to state or local law restrictions.
Drug or alcohol tests that are paid for by BB&T are the confidential property of BB&T. Associated examination records are housed in a separate medical file (refer to HS 7008 Medical Records Retention Policy). However, records of specific examinations, if required by law or regulation, are made available to the associate, persons designated and authorized by the associate, public agencies, relevant insurance companies, or the associate’s doctor.

**Observed Behavioral Changes**
If a manager suspects an associate of substance abuse while at work due to a substantial change in the associate’s behavior (which may include tardiness, severe reduction in attention span, irrationality, unusual irritability, excessive drowsiness, or vision problems), the manager must immediately contact the Regional Associate Relations Manager to review the situation.

The manager, in consultation with the Regional Associate Relations Manager and the guidance of legal counsel as appropriate, must investigate and consider the facts surrounding the situation and determine a course of action. BB&T reserves the right to require an associate to submit to a drug or alcohol test based on an associate’s observed behaviors unless such tests are prohibited by law. The drug or alcohol test must be conducted at a BB&T-approved medical facility, and the associate may be accompanied by their manager to the facility.

The following rules also apply regarding an associate’s use of drug, narcotics, or alcohol:
- An associate believed to be under the influence of drugs, narcotics, or alcohol must be required to leave BB&T premises immediately.
- An associate who refuses to submit to a required drug or alcohol test must be terminated subject to state or local law restrictions.
- An associate who does not admit to a substance abuse problem prior to a required drug or alcohol test that yields a positive test result for alcohol or an illegal/controlled substance must be terminated subject to state or local law restrictions.

**Voluntary Reports of Substance Abuse**
Assistance for alcohol or drug abuse by an associate is provided individually and confidentially. An associate who reveals that they have developed a dependency or addiction to alcohol or drugs, including prescription drugs, is encouraged to seek confidential assistance through their manager or the Regional Associate Relations Manager. Managers must keep an associate’s counseling confidential and must not allow knowledge of an associate’s counseling to have any influence on the associate’s performance review. BB&T cooperates, to the extent it considers practical, with any associate who is voluntarily making a good faith effort at rehabilitation to overcome problems of addiction or substance abuse. Any associate who voluntarily reports a substance abuse issue may be granted a leave of absence to undertake rehabilitation treatment (refer to HS 7003 Leaves of Absence Policy).

The following rules also apply regarding an associate’s voluntary report of a substance abuse problem:
- The associate is not permitted to return to work until medical certification is presented that the associate is capable of performing their job.
- Failure to cooperate with an agreed-upon treatment plan must result in discipline, up to and including termination of employment. Participation in a treatment program does not insulate an associate from the imposition of discipline for violations of this or other BB&T policies.
- Continued employment is contingent upon successful completion of the rehabilitation plan.
- BB&T limits its assistance in substance abuse rehabilitation to one occurrence of self-reporting by an associate.

**Random Drug Testing**
BB&T reserves the right to enforce random drug testing of associates, subject to state or local law restrictions. If random testing is initiated, associates with the title of Senior Vice President and above must be randomly selected at a rate higher than all other associates. Associates who inform management that they have a substance abuse problem prior to being informed that they have been selected for a random drug test are given a “last chance” to seek immediate substance abuse rehabilitation. The associate, in consultation
with their manager and the Regional Associate Relations Manager, must seek assistance from a BB&T-approved substance abuse rehabilitation center within 24 hours. The associate must begin substance abuse rehabilitation at the first available appointment and follow the physician or medical care provider’s prescribed treatment plan. Failure to show up for appointments without a clearly valid reason, failure to follow prescribed treatment, or any validated future substance abuse is cause for immediate termination of employment. The cost of the treatment program is borne by the associate, with assistance available from any BB&T health care coverage option the associate may have elected. BB&T reserves the right to require a drug or alcohol test at any time on any associate who has been extended a “last chance” under the provisions of this program, subject to state or local law restrictions.

An associate randomly selected for a drug or alcohol test is not extended the “last chance” to seek rehabilitation in the event the drug or alcohol test yields a positive result. Therefore, associates are strongly encouraged to come forward if they have a substance abuse problem. Every effort is made to address the issue confidentially and with discretion. However, associates must understand that their employment will be terminated if a random drug or alcohol test identifies the current use of illegal drugs or abusing prescription drugs or alcohol. Additionally, failure to submit to a random drug or alcohol test is cause for immediate termination of employment, subject to state or local law restrictions.

**Controlled Substance Convictions**
Any associate who is convicted of violating a controlled substance, narcotic, or drug statute or is convicted of an offense involving alcohol must notify their manager of the conviction within five (5) days following the conviction. Failure to do so is a violation of the Drugs, Narcotics, and Alcohol Policy and will result in disciplinary action up to and including termination of employment. Convictions related to the sale of illegal drugs and controlled substances are grounds for immediate termination of the associate’s employment.

**Use of Alcoholic Beverages**
BB&T complies with all state and local regulations and ordinances related to alcohol use and responsible consumption.

Occasionally, BB&T hosts functions, during and after business hours, at which alcohol is served. Associates may also invite individuals or be invited to attend a variety of business and business-related luncheons or social functions off-site, during or after business hours, at which alcohol is served. Associates are permitted to consume alcohol at such on-site or off-site business functions. Each state has legal drinking age requirements and laws that may impose significant liability on anyone serving alcoholic beverages and allowing the recipients to drive or otherwise endanger themselves or others. The HS 8010 Alcohol Use – Social Policy provides rules regarding the limited use of alcoholic beverages during business functions hosted by BB&T or attended by associates.

Associates must comply with the following standards related to alcohol consumption during work hours and at work-related functions:

- Alcoholic beverages may be consumed by associates of legal drinking age in the jurisdiction of the event in conjunction with a meal while traveling on corporate business or during client entertainment.

- While working, associates must not consume alcohol except in moderation in the following situations:
  - In conjunction with an off-site business or business-related social gathering
  - On BB&T premises during a planned social gathering with clients or associates that has been approved by a member of Executive Management
  - At such gatherings at which alcohol is available for consumption, the Business Unit Manager attending the event must confirm, to the best of the manager’s ability, associates comply with the Alcohol Use - Social Policy and do not drive if impaired

- Individuals under the legal drinking age of the jurisdiction of the location of the event must not be served alcoholic beverages in conjunction with any
BB&T Corporation-sponsored function, whether BB&T is providing the alcohol or there is an open bar.

- Associates must not consume alcohol at BB&T events or outside events while representing BB&T covered by this policy to the point that it inhibits their thinking or judgment, causes injury to self or others, or causes property damage or embarrassment to BB&T.

Violation of the Alcohol Use - Social Policy may lead to disciplinary action up to and including termination of employment. Please refer to HS 8008 Disciplinary Policy for additional information.

**Tobacco products**

BB&T requires associates to maintain a workplace free of tobacco product and electronic cigarettes (e-cigarettes)

BB&T’s HS 8014 Tobacco Products and Electronic Cigarettes Policy prohibits the use of tobacco products and e-cigarettes in all BB&T locations. BB&T’s management endorses and supports BB&T as a smoke-free workplace.

BB&T is committed to provide a considerate, safe, and healthy environment for its workforce, the Tobacco Products and Electronic Cigarettes Policy focuses on reducing the potential adverse health effects and eliminating the possibility of exposure to environmental tobacco smoke (ETS), tobacco-related products and vaporized solutions emitted by e-cigarettes.

The Tobacco Products and Electronic Cigarettes Policy applies to:

- All areas of buildings occupied by BB&T’s associates
- All visitors to BB&T’s sites
- All contractors and consultants and/or their associates working at BB&T’s sites
- All tenants’ associates and their visitors when within BB&T’s shared space
- All BB&T-sponsored off-site conferences and meetings
- All vehicles owned or leased by BB&T

Associates must refrain from using tobacco products, including e-cigarettes, in all BB&T premises covered by the Tobacco Products and Electronic Cigarettes Policy. An associate’s manager must handle associate violations of this policy in accordance with HS 8008 Disciplinary Policy. Any questions regarding the Disciplinary Policy should be referred to the appropriate Regional Associate Relations Manager. Outside smoking is allowed in designated smoking areas, subject to state or local ordinances. Associates must ensure that they remain in designated smoking areas when using tobacco products and e-cigarettes on BB&T’s premises.

**Non-BB&T Associates**

If an associate sees a non-BB&T associate using or smoking tobacco products or e-cigarettes inside BB&T premises, the associate must advise the non-associate of BB&T’s non-smoking policy and ask the non-associate to refrain from using or smoking tobacco products and e-cigarettes while on BB&T premises. If the non-associate refuses to refrain from smoking, the associate must immediately report the circumstances to their manager for resolution.

**Accident-Injury-Illness Policy**

In the event an associate is injured or becomes ill in the course of employment, or a client, visitor, or vendor is injured on BB&T premises, medical assistance is summoned or the injured/ill person is advised to consult a physician, depending on the circumstances. Every effort is made to provide the necessary aid and comfort and dangerous or hazardous conditions that might lead to further injury are abated.

The HS 6002 Accident-Injury-Illness Policy provides guidance and direction when an associate of BB&T is injured or becomes ill in the course of employment, or a client, visitor, or vendor is injured on BB&T’s premises.
Workers’ Compensation (Associate)  
Accident/Injury/Illness  
In the event an associate is injured or becomes ill in the course of employment and seeks medical treatment, the manager must immediately contact CorVel at 877-764-3574. A CorVel nurse will record:

- Associate’s name;
- Associate’s Social Security number;
- Associate’s phone number;
- Date the injury occurred; and
- A brief description of the injury

After gathering this information, the nurse will ask to speak to the injured associate to make sure the associate receives guidance on the appropriate care required.

If the injured associate requires medical treatment or time off from work, CorVel will provide follow-up communication to the associate’s manager.

Medical Expenses  
For work-related injuries or illnesses, an associate must advise Workers’ Compensation medical services providers to submit medical bills based on the associate’s primary work site. Bills for treatment of work-related injuries or illnesses cannot be submitted to BB&T’s group health care program administered by BlueCross BlueShield.

All Provider / Medical Bills are submitted to the PO Box below for handling:

Nevada bills are submitted to:

- CorVel Corporation  
  PO Box 61228  
  Las Vegas, NV 89160  
  Fax Number: 866.368.4212

Bills for all areas other than Nevada are submitted to:

- BB&T/CorVel Corporation  
  PO Box 4219  
  Portland, OR 97208

Fatality/Hospital Treatment  
In the event of a work-related fatality or with all work-related inpatient hospitalizations, amputations, and all losses of an eye, the Workers’ Compensation Claims Manager (800-716-2455, option 5) must be contacted to report the fatality or incident. Benefits Administration of the Human Systems (HS) Division must notify all applicable internal HS departments. The event must also be reported to the Occupational Safety and Health Administration (OSHA) within eight hours of the occurrence for a work-related fatality and within 24 hours for inpatient hospitalizations, all amputations, and all losses of an eye.

Client/Visitor/Vendor Accident/Injury/Illness  
If a client, visitor, or vendor is injured while on BB&T property, they should seek the necessary medical treatment immediately. The appropriate manager completes the Vendor Accident Form located on InSite (Human Systems Express > Resources > BB&T Corporate Safety > Client/Visitor > Accident Form).

Safe Driving  
BB&T is committed to communicating to all associates who are required to drive in connection with performing their jobs their responsibility to be safe and responsible drivers. Travel time spent performing your job is considered time worked (Refer to HS 3006 Hours of Work and Time Keeping Records Policy). The Accident, Injury, and Illness Policy applies to all associates who drive on behalf of BB&T, whether the vehicle is personally owned, company-owned, or rented/leased. Associates must abide by all applicable laws.

Associates who are required by their jobs to drive for BB&T are expected to possess and maintain safe driving records. All drivers must be properly licensed in the state in which they reside. Associates must abide by the specific laws and regulations for the states in which they are traveling, including regulations related to seat belts, shoulder harnesses, headlights, cell phone use, texting, etc.
CAREER DEVELOPMENT & ASSOCIATE SUPPORT

grow to move forward.
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INTRODUCTION

At BB&T, you have the opportunity and resources to nurture your career and grow both personally and professionally. Whether you want to learn a new skill or relocate to a different area in our footprint, BB&T offers you the tools you need to move forward. In this section of the EXCELLENCE Associate Handbook, you’ll find a number of benefits that support BB&T’s commitment to helping associates develop their careers as well as other benefits that can support you every step of the way.

EDUCATION BENEFITS

BB&T UNIVERSITY

BB&T has a strong commitment to the education and development of its associates, and that commitment is executed daily through the BB&T University. There is no single more important thing we can do as an organization to unleash the full creative capability of our workforce than to focus on building a culture that develops and empowers its associates to think and be creative every day.

The philosophy behind the concept of the BB&T University is to create a “knowledge-based” learning organization where associates develop themselves both personally and professionally, thus enhancing BB&T’s competitive advantage.

At BB&T, we believe that knowledge, properly applied, is a key to our continued success in the financial services industry. Today, associates are expected to perform skills that apply directly to their job functions, practice skills that enhance their performance, and keep up with constantly changing technology. The BB&T University is committed to helping associates achieve success in their jobs. In fact, training our associates so they are competent and confident to perform the work asked of them is one of our key obligations at BB&T.

The BB&T University has various learning programs that expose associates to the culture of BB&T and allow participants to acquire the tools that will help enhance their strengths and better meet their challenges. These efforts enable associates to broaden their skills and position themselves for career advancement.

The BB&T University’s charge is to support BB&T in fulfillment of its mission and purpose, and in reaching its strategic goals by educating, training, and developing associates, managers, and teams. You will access the learning offered by the University using the Learning Center which you can access via the Quick Links section on the InSite homepage. Learning that is required will appear in the ‘My Learning Assignments’ section. If you change roles, your learning assignments will update automatically.

BB&T University Teams

Consumer and Commercial Learning and Development Team

The Consumer and Commercial Learning and Development Team consists of the following teams: Operations, Care Center, Commercial, Retail, Mortgage, and BB&T Wealth.

Each team within the Consumer and Commercial Learning and Development Team works with their assigned lines of business to ensure that our client-facing associates are equipped with the skills necessary to provide outstanding service to BB&T’s clients. These include mastering technical skills, understanding products, processes and policies, and training the Perfect Client Experience.

Leadership and Professional Development Team

The Leadership and Professional Development team is responsible for providing development solutions that enhance associate self-awareness and management education. The Leadership Training team facilitates course work related to a variety of critical leadership and associate opportunities.

Talent Management Team

The Talent Management team is responsible for leading and managing enterprise-wide talent strategies and initiatives including mentor programs, high-potential talent identification processes and succession management procedures that support a strong
associate value proposition by developing a roadmap for continued growth. This team manages The BB&T Banking School at Wake Forest University and the Education Assistance Program.

Early Career and Leadership Development Programs Team
The Early Career (ECP) and Leadership Development (LDP) Programs Team was designed to recruit, develop, and retain recent college graduates for the ever-evolving financial services sector. The ECP serves as an onboarding program and provides these newly hired associates with an opportunity to “jump start” their career while at the same time receive in-depth training on BB&T’s culture and core principles. The LDP provides associates with an in-depth overview of the financial services industry, organizational enculturation, and extensive leadership and self-awareness training. The experience couples intense classroom instruction with practical application training. There are two ECPs each year, one in January and one in July.

The LDP provides associates with an in-depth overview of the financial services industry, organizational enculturation, and extensive leadership and self-awareness training. The experience couples intense classroom instruction with practical application training.

A Sampling of BB&T University Course Offerings
The BB&T University curriculum encompasses a broad range of educational courses offered to BB&T associates, as well as the Early Career and Leadership Development Programs and The BB&T Banking School at Wake Forest University.

The curriculum includes over 150 classes, workshops, labs, and e-learning sessions. Learning opportunities offered to associates include:

- Managing Interpersonal Relationships
- Banking Fundamentals
- Presentation and Communication Skills
- Care Center GSA New Hire
- Branch Information New Hire
- Lending for BBs
- Private New Hire
- BB&T Wealth Lending
- CSA Fundamentals
- Profiling and Financial Plan Process for BB&T Wealth
- Mortgage Lending Self Employed Borrower Analysis
- Leadership Self-Awareness
- Teller Line Fundamentals
- Leading Diversity @ BB&T
- Foundations of Leadership at BB&T
- Developing Effective Presentations
- Quality Philosophy
- Creativity and Innovation
- Retail Academy
- Business Academy
- Mortgage Lending New Hire Fundamentals
- Mortgage Lending Call Center Agent Training
- Wealth New Hire

FORMAL DEGREE PROGRAMS AND COMPANY-REQUIRED OR CONTINUING EDUCATION
BB&T encourages associates to grow and develop, personally and professionally, through the systematic and planned use of formal educational activities, both within the company and outside the company. Outside educational activities can take at least two different general forms, both of which may be supported by BB&T. These two forms include (1) formal degree programs (undergraduate and graduate) and (2) company-required or continuing education.

Formal Degree Programs
This form of education benefit is referred to as “Education Assistance.” It covers approved associate participation in associate’s, bachelor’s, master’s, and doctoral degree programs that contribute to work-related programs of study culminating in the earning of a specific degree. This benefit is open to high-potential, regular, full-time associates. Eligibility requires that associates have completed two years of full-time service and have achieved an annual review rating of “Exceeds Expectations” or higher.
For graduate degree programs, associates must also have achieved officer status, and have formally been identified as demonstrating the potential to advance to a higher level of management.

BB&T encourages associates to earn degrees through a traditional classroom environment, insofar as possible. For degree programs where the format design includes more than 50 percent of class delivery via on-line, correspondence, or other distance learning; financial support through education assistance needs to be approved by the Professional Development Programs Manager. Consideration for approval includes cost, program content, and geographic proximity limiting the choice of institution. The approval focuses on the degree program itself and not to individual courses.

High-potential associates pursuing an approved degree from an accredited institution must, at the successful conclusion of each term, submit a reimbursement request (Associate Expense Report) for 90 percent of the eligible net cost of the courses completed (with a grade of “C” or better) during that term. Net costs are determined by taking the cost of tuition, fees, and books and subtracting any scholarships or grants that reduce the student’s ultimate costs. There is an annual cap of $5,250 on the amount of reimbursements any one student may receive in a given calendar year.

Graduate schools of banking and executive development programs are reimbursed at 100% of net education expenses.

An Associate who receives funding for an undergraduate degree program, a graduate degree, graduate school of banking, or external executive development program through BB&T Corporation’s Education Assistance Program incurs a three-year (3) service obligation to BB&T Corporation. The service obligation requirement begins upon receipt of the last reimbursement requested.

Before embarking on any degree program, BB&T encourages associates to consult with their direct manager, as well as the Professional Development Programs Manager.

Associates receiving Education Assistance should be aware that they may incur certain tax obligations for benefits received. Guidance should be sought from an appropriate tax advisor. For more information, refer to HS 5005 Education Assistance for Degree Program Policy.

**Company-Required or Continuing Education**

When a manager approves an associate to participate in educational activities to improve their job skills, earn a professional license, raise level of understanding of a specific area, fulfill CPE (Continuing Professional Education) credits, or meet regulatory requirements to perform a certain job, then 100% reimbursement or prepayment may be made for the costs associated with that activity. While such activities require manager approval, payment does not require going through the formal approval process under the Education Assistance Policy.

Educational activities included under the provisions of this policy may be taken through the BB&T Leadership Institute, the College for Financial Planning, the American Bankers Association, AIB, RMA, BAI, Consumer Bankers Association, any of the state bankers associations, state Centers for Financial Training, Cannon Financial Institute, local community colleges, Mortgage Bankers Association, American Management Association, and any number of quality outside vendors (Fred Pryor Seminars, SkillPath, etc.). Other programs included under the provisions of this policy include mid-level banking schools offered under the sponsorship of the state bankers associations within the BB&T footprint. For more information, refer to HS 5006 Job Related Education Policy.

**BB&T SCHOLARSHIP PROGRAM**

The BB&T Scholarship Program was established by BB&T Corporation for the children of associates of BB&T and its subsidiaries. The program and the selection process are administered through the National Merit Scholarship Corporation (NMSC), an independent, not-for-profit organization.

The purpose of the BB&T Scholarship Program is to identify and honor academically exceptional high school students whose parents work for BB&T. Each of the 20 BB&T scholarship stipends awarded are $1,000 per year up to 4 years of undergraduate college study or...
until bachelor degree requirements are completed, whichever occurs first. The recipient’s annual stipend will not be affected by other scholarship aid or by an approved change in college.

To be considered for the BB&T Scholarship, students must meet all of the following criteria:

- Must be a child or step-child of a full-time BB&T associate, who has been employed by BB&T for at least one year as of the entry deadline date (newly merged associates should refer to the date of their merger with BB&T)
- Must take the qualifying test, the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT), during the fall of their junior year. Even though some students may have taken the test previously, National Merit Scholarship Corporation bases its selection process on the test scores reported during the student's junior year. Students are encouraged to work closely with their high school guidance offices for dates and times of test administration
- Must complete the BB&T Scholarship Program Entry Form during the junior year and submit it by the deadline, which will be communicated through corporate emails. High school seniors are not eligible to apply
- Must be a U.S Citizen, a permanent U.S resident, or have applied for permanent residency and be in the process of becoming a U.S citizen

Scores from the PSAT/NMSQT taken during the junior year will be used by NMSC as an initial screening for candidates. Entrants who advance from the initial screening will be contacted by NMSC through their high school guidance office on or before December of their senior year. Only those entrants who advance in the competition will receive notification and materials from NMSC. These students and their high school principals will complete applications that include biographical and academic information that must be filed with NMSC.

An NMSC committee of trained professionals will then choose the winners by evaluating each eligible candidate according to their academic high school record, significant contributions to the school and community, test scores, recommendations, and a student essay. Scholarship winners will be chosen on a competitive basis and without regard to family financial circumstances, gender, race, ethnic origin, or religious preference.

In addition, students who apply for the BB&T Scholarship may be eligible for the nationally recognized National Merit Scholarship. To be considered for this, students must meet all requirements for participation in the Merit Program that are published in the PSAT/NMSQT Student Bulletin, which can be obtained through the student's high school guidance office. All winners are notified directly, prior to any public announcement that may be made about recipients.

A link to the BB&T Scholarship Program Entry Form will be announced through corporate email and made available on InSite in the fall of each year. Requests for additional information about the BB&T Scholarship Program may be directed to Human Systems Communications at CommunicationAdministration@BBandT.com.

**CAREER OPPORTUNITIES**

As you develop your career at BB&T, Career Opportunities allows you to be proactive in expressing interest in other jobs throughout BB&T. You may view open positions through Career Opportunities at any time by clicking on the Career Opportunities link on InSite or by going to Workday and selecting the Career Opportunities icon.

In order to apply for a position through Career Opportunities, you must have an active application for no more than two jobs at a time and must meet all the following requirements:

- You must either:
  - Have been in your current position for 18 months
  - Have your manager's approval to apply
- You must not have received a final written warning in the 90 days prior to applying.
You must meet the requirements listed in the job description.

Instructions and guidelines for using Career Opportunities are available on Human Systems Express.

**RELOCATION BENEFITS**

As your career with BB&T progresses, you may accept a position within the company that requires you to relocate. Certain associates who relocate with BB&T may be authorized to participate in the BB&T Relocation Program. The type of relocation package awarded depends on the reason for the relocation, the new job grade, and whether the associate is a homeowner or renter. For specific details or questions regarding the BB&T Relocation Program, hiring managers and associates are encouraged to contact the Relocation Manager within the Human Systems Division or refer to HS 5009 Relocation Policy.

**PROMOTIONS AND PERFORMANCE REVIEWS**

Work performance and salaries are ordinarily reviewed at least annually. On rare occasions, reviews may occur in less time for those who show initiative, ability, and the willingness to perform exceptional work. Your performance will be discussed with you periodically, and you are urged to take any questions or suggestions you may have to your supervisor for discussion.

Promotions are determined on the basis of merit. There are many considerations in determining salary increases and promotions. Among these are quality and quantity of work performed, job knowledge, attendance, the ability to work effectively with fellow associates and clients, and a general positive attitude toward BB&T and its objectives. BB&T has a policy of promotion from within. In accordance with this policy, promotions into higher level jobs are made from within whenever possible, so you are encouraged to prepare yourself to accept progressively greater responsibility.

**SERVICE RECOGNITION PROGRAM**

BB&T is exceptionally proud of its many associates who have achieved important service milestones. Associates receive service award recognition on their fifth service anniversary and every five years thereafter.

- Regular full-time and part-time associates are eligible to receive service recognition.
- Recipients receive appropriate recognition for the years of service at each 5 year increment of service.
- Recipients at each five-year incremental level of service who are scheduled to work 20 hours or more per week receive one Service Recognition Day off to be taken within the year of their anniversary.
- Recipients at the 20 year level who are scheduled to work 20 hours or more per week receive a one-time Service Recognition Week Off to be taken within the year of their anniversary.
- The eligible associates will receive the one-time Service Recognition time off award on January 1 in the calendar year in which they reach their milestone anniversaries, and the time will be fully accrued in Workday on January 1.
- Recipients with 25 years of service (and each 5 year increment after that) who are scheduled to work 20 hours or more per week receive one Service Recognition Day Off to be taken within the year of the anniversary, in addition to a specially designed recognition Lighthouse. The associate should also be honored and recognized with a celebration lunch or dinner planned by the manager.

When entering anniversary award time in Workday, the days are categorized as “Service Recognition Day” or “Service Recognition Week.” If the associate terminates employment at any time during a milestone anniversary year, they will be paid out for any unused Service Recognition time.
Rehired Associates
A Continuous Service Date is established for accumulated previous service. Rehired associates are not eligible for service recognition in the year in which they are rehired. Merger associates are eligible to participate in the service program at an agreed upon timeframe set by the HS Division.

BANKING BENEFITS FOR BB&T ASSOCIATES

As an associate, you play a critical role in BB&T’s success, and we want to do everything we can to make sure you are financially successful. BB&T makes the following benefits available to you at no cost or at discounted rates. By banking with BB&T and taking advantage of these special associate offers, you can experience firsthand the valuable products and services we provide to our clients.

For questions about the associate banking benefits, contact the Associate Virtual Branch at 855-BBT-forU (855-228-3678) or visit us at www.BBT.com/associate-banking/default.page and start enjoying the banking benefits available to you.

RETAIL DEPOSITS

As an associate, you are eligible to receive an interest bearing Elite Gold checking account which comes with a free Bright Banking and Regular Savings or Money Rate Savings account with no maintenance fees and no minimum balance requirements. Associates with children who are students also receive a free Student Account.

Related Deposit Services
Associates also receive:

- Bonus Rates on select CDs and IRAs
- No-penalty CD withdrawals for medical emergencies only
- Preferential Rate on Constant Credit
- No-fee official checks and money orders
- No-fee automatic transfers
- Additional benefits and Wealth Advisory services for more complex financial needs

Credit Cards
Associates have the option to apply for the BB&T Bright, BB&T Spectrum Cash Rewards and BB&T Spectrum Rewards credit cards and receive preferential Annual Percentage Rates (APRs) on purchases, balance transfers and cash advances.

Retail Loans
One quarter percent (.25%) discount off any new retail loan or line of credit. In addition, all origination fees will be waived.

Mortgage
As an associate, you will receive our best Mortgage discount of an amount equal to 1% of your mortgage loan amount as a credit on any 1st mortgage.

Insurance
Associates and retirees receive competitive auto and homeowner’s insurance rates. BB&T Insurance Services represents only top-rated insurance companies.

Investments
Free personal consultations with an investment counselor
A 50% discount on commission for all discount brokerage trades (including online)
- Discounted fees on an Elite UMA account6
- No upfront sale charges on A-shares of Sterling Capital Funds7

6Fees from your mobile or data carrier may apply.
7Loans, lines of credit, and credit cards are subject to credit approval. Discount cannot be combined with any other offer or campaign.

Equal Housing Lender. Loans are subject to credit approval. Offer excludes 15 Year Fixed Equity Program (Product 135)

Insurance products are offered by BB&T Insurance Services, Inc., a wholly owned subsidiary of Branch Banking and Trust Company. Insurance products are: NOT A DEPOSIT • NOT FDIC INSURED • NOT GUARANTEED BY THE BANK • NOT INSURED BY ANY STATE OR FEDERAL GOVERNMENT AGENCY • MAY BE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.

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Sterling Capital Funds (unaffiliated with Sterling Capital Management or any BB&T affiliate) are sold by prospectus and advised by Sterling Capital Management LLC.

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WORK/LIFE BENEFITS
reach new heights.
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HOLIDAYS AND VACATION

HOLIDAYS
In 2019 and 2020, BB&T Corporation will observe the following holiday schedule:

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<tr>
<th>Observed Holiday</th>
<th>2019 Date</th>
<th>2020 Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>Tuesday, January 1</td>
<td>Wednesday, January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Monday, January 21</td>
<td>Monday, January 20</td>
</tr>
<tr>
<td>Presidents' Day</td>
<td>Monday, February 18</td>
<td>Monday, February 17</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday, May 27</td>
<td>Monday, May 25</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Thursday, July 4</td>
<td>Saturday, July 4*</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday, September 2</td>
<td>Monday, September 7</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Monday, October 14</td>
<td>Monday, October 12</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Monday, November 11</td>
<td>Wednesday, November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday, November 28</td>
<td>Thursday, November 26</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Wednesday, December 25</td>
<td>Friday, December 25</td>
</tr>
</tbody>
</table>

*Floating Holiday

Some subsidiaries follow different holiday schedules. Please confirm your holiday schedule with your manager.

Full-time associates receive their salary for each holiday observed. Full-time associates with non-standard schedules (e.g., 4 ten-hour days Tuesday through Friday) are eligible for floating holidays when an observed holiday falls on a day the associates is not scheduled to work. Associates do not receive a floating holiday if they have received holiday pay. Eligible part-time associates receive holiday pay only for holidays which fall on days which they are typically scheduled to work. Temporary and peak-time associates are not eligible for holiday pay.

Non-exempt associate time off for a holiday is categorized in Workday as “Holiday Scheduled Hours”. If a non-exempt associate works on a holiday, the associate must also enter “Hours Worked” in Workday for the actual hours worked on the holiday.

When a Full-Time, non-exempt associate records holiday hours, the hours should reflect the associate’s regularly scheduled hours for the day.

When a part-time associate records holiday hours, the associate must record the holiday based on their scheduled hours in Workday even if the holiday week might be a week when they work a different number of hours.

Managers of Business Units (BU) who are typically scheduled to work on a holiday must refer to HS 3005 Pay Procedures Policy to determine the appropriate pay considerations for hours worked.

On Christmas Eve, banking offices close at 2:00 p.m. BU Managers outside of the Community Bank determine when their respective areas close on Christmas Eve, keeping in mind that branches need to be supported through 2:00 p.m. If Christmas Eve falls on a Saturday, BB&T Corporation operates with regular hours on the preceding Friday. This early closure must be recorded by non-exempt associates in Workday using “Emergency Closing or Late Open/Early Close.”

In the event that a paid holiday falls within an associate’s vacation period, a vacation day is not charged for the holiday.

If an associate is absent due to sickness or Other Time Off reason (refer to HS 7004 Other Time Off Policy) the day before and the day after a holiday, the holiday is treated as a sick day or Other Time Off day. If the associate does not have any remaining sick days, the absence must be recorded as unpaid or an associate may choose, with the Manager’s approval, to use a vacation day.

Floating Holidays
In the event that a typically paid holiday falls on a Saturday, BB&T Corporation grants a floating holiday to be taken in the same calendar year in which the holiday falls, and at a time approved by the associate’s Manager. The Saturday then becomes a non-holiday per the Federal Reserve schedule.
If BB&T Corporation elects not to operate on a typical Saturday workday (because of the typically paid holiday falling on a Saturday), Full-Time Associates should be scheduled to work 40 hours Monday – Sunday, excluding Saturday. The impacted associates receive their floating holiday and do not receive holiday pay for the Saturday. There should be no time entry or time off entry in Workday for the Saturday. Part-time associates should be scheduled to work their scheduled weekly hours Monday – Sunday, excluding Saturday. The impacted associates receive their floating holiday and do not receive holiday pay for the Saturday. There should be no time entry or time off entry in Workday for the Saturday.

In the event that a typically paid holiday falls on a Sunday, BB&T Corporation observes the holiday on the following Monday. The Sunday then becomes a non-holiday per the Federal Reserve schedule.

If BB&T Corporation elects not to operate on a typical Sunday workday (because of the typically paid holiday falling on a Sunday), Full-Time Associates should be scheduled to work 40 hours Monday – Saturday. The impacted associates receive their floating holiday and do not receive holiday pay for the Sunday. There should be no time entry or time off entry in Workday for the Sunday. Part-Time Associates should be scheduled to work their scheduled weekly hours Monday – Saturday. The impacted associates receive their floating holiday and do not receive holiday pay for the Sunday. There should be no time entry or time off entry in Workday for the Sunday.

An associate hired after the day for which the floating holiday is granted is not eligible for that floating holiday in the current year. If the associate leaves BB&T Corporation prior to taking the floating day, the day is forfeited.

VACATION
It is the policy of BB&T to provide a competitive program of paid time away from work to allow associates the necessary time for mental, physical, and emotional relaxation.

All regular associates scheduled to work at least 20 hours per week are eligible for paid vacation as a part of the overall compensation program and in accordance with the guidelines set forth below and on the following pages. Temporary associates and those regular associates scheduled to work less than 20 hours per week are not eligible for vacation.

Vacation Accrual Period
Associates accrue vacation during the 12-month period beginning January 1 and ending December 31. All vacation must be taken by December 31 of the current year or it is forfeited (see Accrual Matrix for days accrued), unless otherwise required by state law. An associate whose weekly standard hours are less than 40 has their vacation accrual pro-rated as shown in the Accrual Matrix.

Eligibility
New Hires
In the first calendar year of employment, newly hired, full-time associates are eligible to accrue vacation according to the schedule below:

<table>
<thead>
<tr>
<th>If Your Start Date Is In:</th>
<th>Days Eligible:</th>
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<tbody>
<tr>
<td>January</td>
<td>7</td>
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<tr>
<td>February</td>
<td>7</td>
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<td>March</td>
<td>7</td>
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<td>June</td>
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<td>July</td>
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<td>August</td>
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<td>September</td>
<td>3</td>
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<td>October</td>
<td>2</td>
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<tr>
<td>November</td>
<td>1</td>
</tr>
<tr>
<td>December</td>
<td>0</td>
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</tbody>
</table>

For an associate whose scheduled workweek is nonstandard (e.g., four 10-hour days or three 12-hour days), the above schedule of accrued days is converted to hours based on an 8-hour workday. For example, seven days of accrual would equate to 56 hours of vacation.

Part-time associates accrue vacation on a pro-rated basis. Vacation is pro-rated using a regular full-time equivalent rate according to the Accrual Matrix.
Accrual Matrix

Regular associates who are scheduled to work 20 or more hours per week and who have completed the indicated years of service are eligible for the number of vacation days indicated in the matrix above.

In the second calendar year of employment and beyond, eligibility is based upon the total years of employment completed by June 30 of that year. For example, if an associate reaches their five-year anniversary date in March (before June 30), then they are eligible for 15 days of vacation in that same calendar year. If an associate reaches their five-year anniversary date in September (after June 30), then the associate is eligible for 15 days of vacation starting January 1 of the next calendar year.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th># of Days</th>
<th>Hours</th>
<th>40</th>
<th>35</th>
<th>30</th>
<th>25</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Calendar Years</td>
<td>1</td>
<td>Per Mo. Per Yr.</td>
<td>0.67</td>
<td>8.00</td>
<td>0.58</td>
<td>7.00</td>
<td>0.50</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Per Mo. Per Yr.</td>
<td>1.33</td>
<td>16.00</td>
<td>1.17</td>
<td>14.00</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Per Mo. Per Yr.</td>
<td>2.00</td>
<td>24.00</td>
<td>1.75</td>
<td>21.00</td>
<td>1.50</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>Per Mo. Per Yr.</td>
<td>2.67</td>
<td>32.00</td>
<td>2.33</td>
<td>28.00</td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>Per Mo. Per Yr.</td>
<td>3.33</td>
<td>40.00</td>
<td>2.92</td>
<td>35.00</td>
<td>2.50</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>Per Mo. Per Yr.</td>
<td>4.67</td>
<td>56.00</td>
<td>4.08</td>
<td>49.00</td>
<td>3.50</td>
</tr>
<tr>
<td>2nd - 4th Calendar Years</td>
<td>10</td>
<td>Per Mo. Per Yr.</td>
<td>6.67</td>
<td>80.00</td>
<td>5.83</td>
<td>70.00</td>
<td>5.00</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>Per Mo. Per Yr.</td>
<td>10.00</td>
<td>120.00</td>
<td>8.75</td>
<td>105.00</td>
<td>7.50</td>
</tr>
<tr>
<td>6th Calendar Year</td>
<td>16</td>
<td>Per Mo. Per Yr.</td>
<td>10.67</td>
<td>128.00</td>
<td>9.33</td>
<td>112.00</td>
<td>8.00</td>
</tr>
<tr>
<td>7th Calendar Year</td>
<td>17</td>
<td>Per Mo. Per Yr.</td>
<td>11.33</td>
<td>136.00</td>
<td>9.92</td>
<td>119.00</td>
<td>8.50</td>
</tr>
<tr>
<td>8th Calendar Year</td>
<td>18</td>
<td>Per Mo. Per Yr.</td>
<td>12.00</td>
<td>144.00</td>
<td>10.50</td>
<td>126.00</td>
<td>9.00</td>
</tr>
<tr>
<td>9th Calendar Year</td>
<td>19</td>
<td>Per Mo. Per Yr.</td>
<td>12.67</td>
<td>152.00</td>
<td>11.08</td>
<td>133.00</td>
<td>9.50</td>
</tr>
<tr>
<td>10-24 Years or VP/ SVP title &amp; above</td>
<td>20</td>
<td>Per Mo. Per Yr.</td>
<td>13.33</td>
<td>160.00</td>
<td>11.67</td>
<td>140.00</td>
<td>10.00</td>
</tr>
<tr>
<td>25+ Years</td>
<td>25</td>
<td>Per Mo. Per Yr.</td>
<td>16.67</td>
<td>200.00</td>
<td>14.58</td>
<td>175.00</td>
<td>12.50</td>
</tr>
</tbody>
</table>

Calculation of Vacation Pay for Part-Time Associates

Associates who work a variable schedule from week to week will accrue vacation based on their weekly scheduled hours in Workday which should be reflective of the average hours the associate works in a week. When a part-time associate takes vacation, the associate should record the vacation based on their scheduled hours in Workday even if the week they are out of the office might have been a week when they worked a different number of hours. Managers should work with associates to assure that they receive benefits from all of the vacation hours accrued in Workday.

Vacation can only be purchased during the Annual Benefits Enrollment period held in November.
Promotion to Officer Status

Current Associates
An associate with an employment date prior to January 1 of the current year who is promoted to any Officer status before July 1 of the current year is eligible for vacation in the current year at the rate associated with the new Officer title or the years of service criteria, whichever is higher (see Accrual Matrix).

New Associates
A new associate with an employment date between January 1 and June 30 of the current year who is promoted to any Officer status before July 1 of the current year is eligible for vacation in the current year at the rate associated with the new Officer title less one week, as stated below:

- Banking Officer/Assistant Vice President: Two weeks or 10 work days
- Vice President/Senior Vice President or above: Three weeks or 15 work days

Current or new associates who receive Officer promotions July 1 or after are eligible for any new vacation accrual rate starting January 1 of the following calendar year.

Rehires
In their first calendar year of re-employment, rehired associates are eligible for vacation in accordance with the accrual schedule for new hires. Any prior service credit is applied in the associate’s second calendar year for vacation eligibility purposes. In other words, the prior service credit is not applied in the year in which the individual is rehired, but the next calendar year. A “continuous service date” is established for accumulated previous service to assure continued correct vacation eligibility. The following example allows for such a service computation:

With an associate’s previous employment period beginning on 5/01/1997 and ending 11/23/2004, service would be computed to be seven years, six months, and 22 days. Based on a re-employment date of 08/01/2019, four days of vacation would be due in 2019. In the following calendar year, eligibility for vacation would be based on the seven years, six months, and 22 days of service credited for previous employment, thus creating a continuous service date of 1/10/2012. Therefore, the associate would be eligible for 18 days of vacation in 2020.

Vacation Carryover
With prior approval of the associate’s manager, an associate may be able to carry over up to five days of unused accrued vacation to the following calendar year. Unless otherwise required by state law, a carryover decision is based on BB&T’s best interest and is typically granted in situations in which a significant event, such as merger activity, a major corporate project, etc., made it difficult for the associate to take their vacation in the current year. If a carryover decision is made, the associate’s manager records the approved carryover in Workday. These days are categorized in Workday as “Carryover Vacation.” A perpetual carryover situation, not otherwise consistent with state law, must be avoided as this is not the intent of this policy. Associates are encouraged to take all of their eligible vacation in each calendar year absent unusual circumstances.

Vacation Purchase
Associates may purchase additional vacation with pre-tax dollars. Benefits-eligible associates may purchase up to 64 hours of vacation in 8-hour units. Part-time associates are limited based on their scheduled hours. For example, an associate scheduled for 25 hours per week, could purchase only 32 hours (four 8-hour units) of vacation.

<table>
<thead>
<tr>
<th>Vacation Purchasing Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Hours</td>
</tr>
<tr>
<td>Less than 19 hours per week</td>
</tr>
<tr>
<td>20 to 23 hours per week</td>
</tr>
<tr>
<td>24 to 31 hours per week</td>
</tr>
<tr>
<td>32 to 39 hours per week</td>
</tr>
<tr>
<td>40 hours per week</td>
</tr>
</tbody>
</table>

Generally, associates cannot make changes to their vacation purchase election during the year. Vacation Purchase will automatically end for the following reasons:
If an associate’s schedule changes to make the associate ineligible for vacation (i.e., their scheduled hours drop to less than 20 per week)

If an associate is approved for long term disability

Deductions will be made on a pre-tax basis. The deduction will be based on the associate’s September 30 pay rate. An associate on an unpaid Leave of Absence will have the deduction drafted from their checking account (in the same manner as all benefit plan deductions).

Associates who purchase vacation will see two balances on Workday. When requesting time off in Workday, associates will select either “Vacation” or “Vacation Purchased.” Paid company vacation time must be used before vacation purchase time.

If an associate terminates employment, any unused purchased vacation will be paid out at the current rate of pay. Any vacation used by the associate but not paid for will be deducted from the associate’s final pay. Certain states (for example, California) have special rules about vacation accruals.

At year end, any unused purchased vacation will be forfeited. In certain states (for example, California), state law does not allow for the forfeiture of vacation.

Vacation Planning
For planning purposes, it is recommended that associates submit vacation requests for the calendar year to their managers prior to April 1, or if a winter vacation is planned, as soon as possible after January 1. In the event of conflicting vacation plans within a department, the manager establishes priority within each job classification, giving consideration to each associate’s responsibilities and length of service.

Annual Sabbatical Compliance Policy
Associates in certain Sensitive Key Positions are required to schedule five consecutive workdays away from work each year. During that time away from work, associates will not have access to BB&T systems. Only a small number of associates are subject to this policy, which is described in detail in HS 7009 Annual Sabbatical Compliance Policy. If you are identified as being in a Sensitive Key Position, you will be notified in your offer of employment or at the time of your promotion to such a position. Associates in Sensitive Key Positions must record their sabbatical time in Workday prior to their absence in order to meet the policy requirement.

Leaves of Absence
When an associate takes an approved Leave of Absence, BB&T Corporation allows pay for vacation if the associate so desires, up to the number of days the associate will accrue in the calendar year less any days already taken. Accrual of vacation is based upon the number of full months employed beginning with January 1 of the current year. While on a non-FMLA protected leave of absence, vacation does not continue to accrue. Vacation accrual begins again upon release to return to work. Failure to return to work at the end of the approved leave may result in overpayment of vacation days which must be repaid to BB&T. Request for vacation pay during the leave is made and approved through the associate’s manager.

National Guard and Reserves
Vacation for those required to complete training in the National Guard or Reserve:

An associate is not required to use all or any part of their vacation to attend required training; however, an associate may elect to do so. If an associate elects to complete the required training without pay, the associate retains their vacation and may schedule it in accordance with this policy.

If the associate is not eligible for vacation pay or chooses not to use vacation during training, time away from work due to National Guard or Reserve duty is unpaid. However, an exempt associate’s weekly earnings may not be reduced if the associate works part of the week, but misses another part of the week due to National Guard or Reserve duty. If the exempt associate is away from work the entire workweek and is not eligible for vacation pay or chooses not to use vacation during training, the time away may be deducted for that week.

In the event an associate uses all vacation time to attend required training, one additional week of paid vacation is allowed at some other time during the calendar year when it is convenient to BB&T.
Termination of Employment
Upon termination of employment (including retirement or death), the associate receives pay for unused accrued vacation. The number of vacation days to be paid is determined by applying a factor (see chart below) based on the total number of vacation days for which the associate was eligible in the year in which employment terminated. The factor is multiplied by the number of full months completed since January 1 of the current year.

Some states require a different accrual calculation at termination. In those states, BB&T will follow the state requirement.

<table>
<thead>
<tr>
<th>Days Eligible</th>
<th>Monthly Accrual Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.083</td>
</tr>
<tr>
<td>2</td>
<td>0.167</td>
</tr>
<tr>
<td>3</td>
<td>0.250</td>
</tr>
<tr>
<td>4</td>
<td>0.333</td>
</tr>
<tr>
<td>5</td>
<td>0.417</td>
</tr>
<tr>
<td>7</td>
<td>0.583</td>
</tr>
<tr>
<td>10</td>
<td>0.833</td>
</tr>
<tr>
<td>11</td>
<td>0.917</td>
</tr>
<tr>
<td>12</td>
<td>1.000</td>
</tr>
<tr>
<td>13</td>
<td>1.083</td>
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<td>14</td>
<td>1.167</td>
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<td>1.417</td>
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<td>18</td>
<td>1.500</td>
</tr>
<tr>
<td>19</td>
<td>1.583</td>
</tr>
<tr>
<td>20</td>
<td>1.667</td>
</tr>
<tr>
<td>25+</td>
<td>2.083</td>
</tr>
</tbody>
</table>

Example
A terminating associate with eight years of service is eligible for 18 days of vacation in the current year. The factor of 1.500 is multiplied by the number of full months service completed counting from January 1 of the current year. If the associate’s last day was August 15, they would have completed seven full months of employment in the calendar year. Multiplying seven full months by the factor of 1.500 (for 18 days of vacation eligibility), the associate would have accrued 10.5 days of vacation. If the associate already used five days of vacation prior to terminating, the associate receives pay for the remaining 5.5 days.

If termination occurs prior to December 31, or the last workday of the year, the number of paid vacation days is less than the full amount that could have been taken if employment had not terminated. If vacation has been taken which exceeds the vacation time earned, the associate is expected to reimburse BB&T.

Upon resignation or retirement, vacation cannot be used as an associate’s last day of employment. The last day of actual work is used for the last day of employment and the effective date of resignation/retirement.

SICK PAY AND OTHER TIME OFF POLICIES

SICK PAY POLICY
The HS 7002 Sick Pay Policy provides salary continuation to eligible associates who are absent from work due to personal illness or family illness.

BB&T protects associates from loss of income due to short-term illness or accident whether or not the absence is covered under the Family and Medical Leave Act (FMLA), is a reasonable accommodation under the Americans with Disabilities Act Amendments Act (ADAAA), or is leave pursuant to other regulatory protected leave. BB&T provides the opportunity for associates to be compensated for up to 10 Sick Pay days (80 hours for full-time associates) subject to the eligibility requirements stated below.

An associate’s excessive non-FMLA or other non-regulatory protected and qualified absenteeism from work may create performance issues that may lead to counseling by the associate’s manager if the associate’s job is not adequately performed. This policy is not used to determine if the absence is due to valid and acceptable reasons. That determination is made by the associate’s manager or Benefits Administration.
Eligibility and procedural requirements for Leaves of Absence, FMLA leave, or other regulatory protected and qualified absences are located in HS 7003 Leaves of Absence Policy or HS 7007 Family, Medical, and Military Family Leave Policy.

**Eligibility**

Regular associates with scheduled weekly hours in Workday of at least twenty (20) hours per week are eligible under this policy. Requests for time off under the Sick Pay Policy are made through Workday. Any regular associate with scheduled weekly hours in Workday of at least twenty (20) hours per week but less than forty (40) hours per week is eligible for a prorata benefit of this policy based on their scheduled hours.

If associates work in states or municipalities whose laws provide for greater eligibility, those provisions apply. Associates and managers should refer to the Jurisdictional Work/Life Benefits Addendum to the Excellence Associate Handbook on Human Systems Express for more details on applicable state and municipal laws. Managers must consult with Benefits Administration for more specific guidelines.

**Example**

Part-time associates’ sick pay eligibility is translated into hours to allow for variable schedules. Therefore, if an associate has scheduled weekly hours in Workday for thirty (30) hours per week, the maximum sick pay hours available per calendar year is 240 (8 weeks X 30 hours per week), and any scheduled hours missed on a given day that qualify under this policy are applied against the 240 hour eligibility.

**Application of Available Days**

Eligible associates receive pay for up to ten (10) business days for personal sickness or sickness in the family during the calendar year and up to an additional thirty (30) business days of sick pay during a Leave of Absence. Out of the total thirty (30) additional sick pay days available, ten (10) may be used for a Leave of Absence to care for an ill or injured family member. A maximum of forty (40) business days (prorated for regular associates with scheduled weekly hours in Workday of at least twenty (20) hours per week but less than forty (40) hours per week) per calendar year to be used as described in this policy.

If associates work in states or municipalities whose laws provide for greater benefits, those provisions apply. Associates and managers should refer to the Jurisdictional Work/Life Benefits Addendum to the Excellence Associate Handbook on Human Systems Express for more details on applicable state and municipal laws. Managers must consult with Benefits Administration for more specific guidelines.

Associates only have access to the additional thirty (30) sick pay days if they are on a Leave of Absence. Associates returning to work from a Leave of Absence who have not exhausted their additional thirty (30) sick pay days and who are returning to scheduled weekly hours less than their pre-absence scheduled weekly hours are considered actively working and not on a Leave of Absence.

If an associate exhausts all of their available sick days and must be away from work due to personal illness, or is not able to use sick pay after returning from Leave of Absence to a reduced work schedule, the associate’s absence may be paid under the terms of the disability program at the rate selected during the associate’s benefits enrollment, if approved by The Hartford, BB&T’s disability insurance carrier.

At the beginning of each calendar year, associates are again eligible for forty (40) sick pay days. If an associate is out for a Leave of Absence over a year-end period, they must return to active status by physically returning to work at their pre-absence scheduled weekly hours before the current year’s allotment of sick pay days is reinstated. Any sick days paid in the new year for a Leave of Absence that started in the previous year will be deducted from the current year’s sick day balance. If an associate who has been receiving a benefit under the disability plan returns to work and is again absent from work due to the same illness within fourteen (14) days of their return to work, the associate is again compensated under the disability program as if they had not returned to work, rather than from the new year’s sick days.
**Authorized Paid Absences**

Absences, for which associates may be compensated, using the available days, are limited to the following:

- Up to ten (10) days may be used for sickness or injury to the associate which renders the associate unable to perform the functions of the position or to care for a sick child, parent or spouse. This time may also be used for any doctor appointments, dental appointments, eye care appointments, etc. for the associate or the associate’s child, parent or spouse. This time is also available for absences related to domestic violence. This time is entered into Workday as “Sick Days – Personal Sickness” or “Sick Days – Family Sickness.”

- Up to an additional thirty (30) business days may be used for sickness or injury to the associate if the associate is approved for a Leave of Absence.
  
  - Of the additional 30 days, up to an additional 10 days may be used for sickness or injury to the associate’s spouse, child, or parent if the associate is approved for a Care of a Family Member Leave of Absence.

If associates work in states or municipalities whose laws provide for greater benefits, those provisions apply. Associates and managers should refer to the Jurisdictional Work/Life Benefits Addendum to the Excellence Associate Handbook on Human Systems Express for more details on applicable state and municipal laws. Managers must consult with Benefits Administration for more specific guidelines.

Associates should refer to HS 7004 Other Time Off Policy for additional information about paid time off.

**Medical Situation Requiring an Absence of 10 Consecutive Business Days or Less (Not a Leave of Absence)**

If the medical situation does not require a Leave of Absence but may qualify as FMLA or ADAAA reasonable accommodation leave, the associate should notify the manager of the need for an absence, or the manager should recognize that a pattern of absence may be FMLA or ADAAA qualifying. If the associate is absent for a medical situation for themselves or their spouse, child or parent for more than three (3) consecutive calendar days, the manager or associate must contact Benefits Administration. Managers may not request personal medical information from their associates.

**Medical Situation Requiring an Absence of More than 10 Days (Leave of Absence)**

If the medical situation for themselves or their spouse, child or parent requires the associate to be absent for more than ten (10) business days, the manager or associate must contact Benefits Administration. The associate or manager requests an anticipated Leave of Absence through Workday. A medical certification will be required by Benefits Administration to certify a Leave of Absence and for the associate to receive sick pay while on Leave of Absence.

**Sick Days for Highly Incented Associates**

The following chart must be used to determine the appropriate pay computation for Leave of Absence, for associates who are considered highly incented:

<table>
<thead>
<tr>
<th>Absence Period</th>
<th>Computation Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>First ten (10) calendar days</td>
<td>Regular base pay</td>
</tr>
<tr>
<td>11th calendar day to 40th (or end of eligibility)</td>
<td>Pay replacement is based upon Benefits Annual Rate (BAR). For new hires with a default BAR amount, the pay rate is calculated using the higher of either the default BAR or the average BAR qualified earnings for the most recent three months of pay. For newly transferred associates with a lower BAR than Regular Base Pay, the pay rate is calculated on Regular Base Pay.</td>
</tr>
</tbody>
</table>

**Unpaid Absences**

Once your 10 sick days have been exhausted, for any subsequent absences you may request to use a vacation day or request to take an unpaid day. Associates who take unpaid absences for personal illness or injury may be eligible for pay through BB&T Corporation’s disability plan. Managers must ensure eligible associates preserve enough vacation days to satisfy the sabbatical compliance requirement, if required.Granting unpaid time off is at the manager’s discretion based on business needs and compliance with Fair Labor Standards Act (FLSA) regulations.
Managers must be aware that, in accordance with FLSA regulations, the pay for associates in exempt positions cannot be reduced for less than one full day of pay except in specific circumstances. Managers should consult with Benefits Administration for guidance regarding unpaid time off. Time entered into Workday for approved unpaid sick days is categorized as “Unpaid Personal/Sick” (entered only by the manager for exempt or non-exempt positions) or “Unpaid Sick Time” (entered by the associate for non-exempts positions).

Integration with Workers’ Compensation
Any associate injured on the job may be entitled to Workers’ Compensation, if approved by the state in which the associate works. In that event, the associate is paid by Workers’ Compensation, up to the maximum amount allowed by the state. Once Workers’ Compensation benefits begin for an injury, the associate is not eligible for pay under the Sick Pay Policy related to that injury. However, any applicable waiting period is paid from the associate’s available sick pay days. If the associate’s medical condition is not approved under Workers’ Compensation guidelines, the associate may be eligible for sick pay days, subject to the Sick Pay Policy.

OTHER TIME OFF POLICY
BB&T provides paid time off, in addition to holidays, vacation, and sick days, for the following events.

Natural Disaster
Time Off for Natural Disaster Allowance is available for assessment and recovery when an associate incurs extensive damage or loss of property as a result of a natural disaster (hurricane, flood, tornado, etc.). If more than one associate resides at the same address, each associate is eligible to receive time off.

This time is only available with approval from Executive Management, and is categorized in Workday as “Natural Disaster.”

Bereavement
Associates can take the following time off for bereavement within 12 months of the date of death:

• Maximum of 10 days per occurrence for the death of the associate’s spouse, child, mother, father, brother, sister (step relationships are also included), or any person who at the time of death resided in the associate’s household as a member of the family unit (related by blood or marriage). This time is categorized in Workday as “Bereavement for Immediate Family.”

• Maximum of three days, per occurrence, for the death of the associate’s son or daughter-in-law, grandparent, great-grandparent, grandchild, great-grandchild, brother-in-law or sister-in-law, or death of the Spouse’s Child, mother, father, grandparent, grandchild, brother or sister. These days are categorized in Workday as “Bereavement for Other Relative.” No more than 10 days can be used for Other Relative bereavement during the calendar year.

Parental Bonding
Parents of a newborn child may use up to 20 days for parental bonding. This time off must be taken within six months directly following the birth of the child. This time is categorized in Workday as “New Parent Time Off.”

While FMLA may not be taken intermittently for parental bonding, managers may approve this time to be taken consecutively or intermittently.

Adoption and Foster Care
Up to 20 days are available for legal proceedings around the initial placement of a child in the associate’s home for Adoption or Foster Care (excluding stepchildren). This time must be taken within the six months immediately following the placement of a child in the associate’s home. This time is categorized in Workday as “New Parent Time Off.” Managers may approve this time to be taken consecutively or intermittently.

Emergency Closings
Emergency closings of the associate’s branch or office are compensated as regular pay (refer to HS 7006 Inclement Weather Policy). Any absence due to a BB&T-declared late opening or early closing is categorized in Workday as “Emergency Closing or Late Opening/Early Close.”
**Jury Duty**

BB&T encourages associates to be active in community and civic affairs. A part of this responsibility includes serving on jury duty when called. BB&T allows up to 20 days of time off with pay to all regularly scheduled part-time and full-time associates called for jury duty. Beginning with the 21st day of jury duty, BB&T offsets pay continuation to the associate with any compensation received by the associate from jury service.

Associates called for jury duty must provide documentation to their managers immediately so that arrangements can be made for their relief. The associate is expected to report back to work on a daily basis if relieved or excused early by the court. Time spent on jury duty is categorized in Workday as “Jury Duty.”

**Jury Duty for Highly Incented Associates**

The following chart must be used to determine the appropriate pay computation for Jury Duty Leave of Absence for associates who are considered highly incented:

<table>
<thead>
<tr>
<th>Absence Period</th>
<th>Computation Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>First ten (10) calendar days</td>
<td>Regular base pay</td>
</tr>
<tr>
<td>11th calendar day until Jury Duty Ends</td>
<td>BB&amp;T supplements the difference between Benefits Annual Rate (BAR) and Jury Duty pay. For new hires with a default BAR amount, the pay rate is calculated using the higher of either the default BAR or the average BAR qualified earnings for the most recent three months of pay. For newly transferred Associates with a lower BAR than Regular Base Pay, the pay rate is calculated on Regular Base Pay.</td>
</tr>
</tbody>
</table>

**Voting**

BB&T encourages associates to exercise their right to vote. Paid time off is provided to all associates in order to vote in elections and is limited to three hours of paid time off. Time will be recorded in Workday as “Voting Time Off.”

**LifeForce Appointments**

BB&T is invested in the health and well-being of our associates and know that it’s not always easy balancing time between work, life and taking care of yourself.

For this reason, BB&T offers time off with pay for LifeForce appointments to enable our associates to devote more time to managing their health and well-being without the stress of missing work.

This time off should be recorded as “LifeForce Time Off.”

**INCLEMENT WEATHER POLICY**

Occasionally, there are occurrences of severe weather conditions that require office closings. However, if the associate’s office is open, the associate is expected to be at work and must make their best effort to come to work as scheduled. In inclement weather, associates are expected to anticipate increased travel time and leave home early enough to arrive at work as soon as practically possible. The HS 7006 Inclement Weather Policy provides guidelines and expectations for all associates when there are inclement weather conditions that impact an associate’s ability to report to work.

**Community Banking**

During inclement weather situations, each Community Banking region has a method of communicating the operating schedule for branches only, such as inclement weather hotlines, call trees, voicemail, etc. In most inclement weather situations, there is not a corporate-level decision that determines the operating schedule for BB&T Corporate or Subsidiary staff (i.e., Corporate/Subsidiary staff do not follow the Community Banking schedule).

**Corporate Operations**

In general, BB&T’s Corporate operations are expected to continue as normal during inclement weather since our Corporate staff supports the entire organizational footprint. In these cases, each associate must decide when they can safely report to work, they should communicate with their manager, and they should follow BB&T’s Inclement Weather Policy. Managers of BB&T Corporate Business Units and Subsidiaries should establish a process for communicating with their associates and following their Business Continuity Plans.
Exempt Associates
Exempt associates are expected to meet their work requirements and complete their work assignments timely even during inclement weather. In the event of an office closing, there may be flexibility to work from home, from another location or to take a vacation day. Exempt associates must communicate with their managers regarding their status.

Non-Exempt Associates
Non-exempt associates, based upon the nature of the work they are required to perform (i.e. the work they perform can be completed at home) and their ability to access BB&T systems remotely, if necessary, may be permitted to work remotely during periods of inclement weather. Non-exempt associates must be compensated for any time worked totaling more than five minutes in a 24-hour period in accordance with BB&T policy.

INVOLVEMENT IN EDUCATION AND COMMUNITY SERVICE

INVOLVEMENT IN EDUCATION
Associates are encouraged to take an active role in their children’s education (refer to HS 9007 Involvement in Education Policy). BB&T provides time off with pay for eight hours per year (unless a greater provision is required by the associate’s work State or District) for this purpose. This applies to the associates’ dependent children under the age of 26. This time is categorized in Workday as Education Involvement for Dependent.

INVOLVEMENT IN COMMUNITY SERVICE
To encourage all regular associates to participate in helping to make their communities better, associates are allowed to take eight hours with pay annually to work on any community-related project of their choosing. This eight-hour allowance is distinct from any other time involved in corporate-sponsored activities such as the Lighthouse Project, United Way campaigns, etc. The scheduling of the time off must be approved by the associate’s manager. This time is categorized in Workday as “Approved Volunteer Service.”

LEAVES OF ABSENCE
It is the intent of BB&T to provide for continuity of employment by granting Leaves of Absence for periods of personal illness/disability, family member illness, and military duty. Leave requests for other purposes will be considered based on policy and the relevant facts of each request. Eligibility for pay during a Leave of Absence is explained in the Sick Pay Policy. The approval of a Leave of Absence will in no way determine whether the person will be paid for that leave. Requests for Leaves of Absence should be in accordance with the guidelines discussed below.

GENERAL GUIDELINES
Regular associates may be granted Leaves of Absence (LOA) under limited circumstances. A LOA is required when the absence from work has been greater than ten (10) consecutive work days. A LOA that qualifies under the Family and Medical Leave Act (FMLA), (Refer to HS 7007 Family Medical and Military Family Leave Policy), the Americans with Disabilities Act, as amended (ADAAA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), Workers’ Compensation or The Military Family Leave statute is not considered when making employment decisions such as hiring, promotion, performance reviews, compensation, or discipline.

Medical LOA
A medical LOA may be granted to an eligible associate for reasons including pregnancy, childbirth or other related medical conditions, as well as conditions caused by disease and injury. The associate’s physician must certify the associate is unable to safely perform the essential functions of the job, with or without reasonable accommodation. The leave continues until such time as the associate is able to return to work.

BB&T Corporation requires certification of an associate’s continuing illness or ability to return to work. If the illness is not certified as a disabling condition by BB&T’s disability plan, the medical leave may be terminated and employment may be terminated if the associate does not submit a Return to Work Certification.
Care of Family Member LOA
A LOA may be granted to any associate to take care
of a child, spouse or parent provided a Certification of
Health Care Provider form indicates the need for the
associate to be present. This includes situations where
the family member is unable to care for their own basic
medical, hygienic, or nutritional needs or safety, or is
unable to transport themselves to the doctor due to a
serious health condition. A LOA is also appropriate in
situations where a family member is receiving inpatient
or home care for a serious health condition that
requires psychological comfort or reassurance.

Parental LOA
A parental LOA may be granted to any associate, for
either the birth or the non-birth parent. This type of
leave includes time needed to care for or bond with a
newborn and is separate from disability by pregnancy
or childbirth. Associates may also be granted a parental
LOA when receiving a child into their home and to
assist the child in adjustment after placement for
adoption or foster care.

Personal LOA
A personal LOA may be granted to an associate to
attend to personal matters. A personal LOA request
requires approval by Business Unit (BU) Manager with
advice and consultation of the Regional Associate
Relations Manager.

Military or Uniformed Services LOA
A Military or Uniformed Services LOA with
reemployment rights is granted to any associate who
provides service in the Uniformed Services for a period
of not more than five (5) years (in accordance with the
Uniformed Services Employment and Reemployment
Rights Act (USERRA)); there are some limited types
of service that do not count toward the five-year
limitation. Upon completion of the service, provided
there is no disqualifying separation from service, and
timely notice of intent to return to work, an associate
is restored to the job and benefits they would have
attained if the associate had not been absent due to
Uniformed Service or, in some cases, a comparable
job, as required under USERRA. The time limits for an
associate returning to work depend on the duration of
a person’s Uniformed Service and other applicable
considerations under USERRA.

Reemployment rights under USERRA extend to
persons who have been absent from a position of
employment because of the performance of duty on a
voluntary or involuntary basis in a Uniformed Service,
including active duty and active duty for training;
initial active duty for training; inactive duty training;
full-time National Guard duty; absence from work for
an examination to determine a person’s fitness for any
of the above types of duty; funeral honors duty
performed by National Guard or Reserve members;
or duty performed by intermittent employees of the
National Disaster Medical System (NDMS), which is
part of the Department of Health and Human Services,
when activated for a public health emergency, and
approved training to prepare for such service.

BB&T Corporation supports involuntarily activated
Guardsmen and Reservists by paying the regular base
pay of the associate for the first seven (7) calendar
days of duty. After the first seven (7) calendar days of
duty, if military or Uniformed Services base pay does
not amount to as much as the associate’s regular base
pay, BB&T Corporation supplements the difference
for the following three hundred fifty-eight (358)
calendar days. BB&T Corporation pay is adjusted each
pay period during the three hundred fifty-eight (358)
calendar days to reflect the associate’s military or
Uniformed Services base pay offset. Total military or
Uniformed Services pay does not exceed three
hundred sixty-six (366) calendar days per deployment.

If military or Uniformed Services base pay is more
than regular BB&T Corporation pay, the associate’s
BB&T Corporation pay stops at the end of the first
seven (7) calendar days and the associate is placed
on military or Uniformed Services leave without pay.
This pay continuation or supplement does not include
inactive duty training (ex. drills), annual training (ex.
summer camp), voluntary training classes, voluntary
activation, or the initial active duty training required
upon enlistment.

The following chart must be used to determine the
appropriate pay computation for Military or Uniformed
Services LOA for associates who are considered highly
incented:
The associate must submit verification of military or Uniformed Services base pay to Benefits Administration and request a LOA in Workday. The associate is also required to provide a copy of orders or other confirming documentation immediately upon receipt of such orders and to forward any pay adjustment data to Benefits Administration if changes occur while on active duty.

Vacation benefits continue to accrue through the end of the first calendar year of leave while an associate is on Military or Uniformed Service LOA. While not required, an associate may choose to use vacation during periods of military or Uniformed Services leave during the first calendar year of leave. (Refer to HS 5002 Vacation Policy for further information.)

While an associate is on Military or Uniformed Services LOA, either paid or unpaid, BB&T Corporation provides the associate’s chosen flexible benefits as if the associate continued to work. An associate is required to make payments by draft for their benefits once their pay ends. An associate does not have a break in service under the Pension Plan and receives credit toward their one-thousand (1000) hours annual pension requirement for the hours served in the Military or Uniformed Services.

When an associate returns from active duty, they may choose to make up any missed 401(k) deferrals. The associate also receives any matching contributions due if they make up deferrals. If an associate has a participant loan from the 401(k) Plan, those payments can be deferred until the associate returns to active employment. Associates can review the various benefit Summary Plan Description booklets on BBTBenefits.com to ascertain how Military or Uniformed Service may affect other benefits or call the Human Systems Service Center at 800-716-2455, Option 1 for further assistance.

Military Family LOA
A LOA can be granted under the HS 7007 Family Medical and Military Family Leave Policy to associates under certain circumstances defined by the Department of Labor. These circumstances include leave:

- Due to any qualifying exigency arising out of the fact that the associate’s spouse, child, or parent who is an active-duty service member in the Armed Forces, or who is in the National Guard, Reserves, or is Retired Military has been notified of an impending call or order to active duty in support of a contingency operation in a foreign country, or
- Because the associate is a spouse, child, parent, or next of kin serving as the caregiver of a covered service-member (i.e., a veteran or current member of the Armed Forces, National Guard or Reserves) who is recovering from a serious illness or injury sustained or aggravated in the line of duty on active duty, including to care for a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness at any time during the period of up to five (5) years after the service-member left military service.

**FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**
BB&T Corporation and its subsidiaries and affiliates (BB&T Corporation) grants eligible associates up to 12 workweeks of job protected leave for qualifying family and medical reasons and for a qualifying exigency leave related to an associate’s covered military member. BB&T Corporation also provides up to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness incurred in the line of duty on active duty.

The FMLA provides for unpaid job-protected leave, but BB&T Corporation provides for all or part of an associate’s leave to be paid, depending upon the associate’s...
eligibility for paid leave benefits. FMLA leave and sick pay benefits run concurrently until all eligible sick pay is exhausted. The associate may then apply for Short Term Disability or Long Term Disability benefits, if applicable.

Disability leave for the birth of the child and for an associate’s serious health condition, including workers’ compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will runs concurrently with FMLA.

To qualify for FMLA leave, including Military Family Leave, the associate must meet the following conditions:

■ The associate must have been employed for at least 12 months (breaks in service of more than seven (7) years do not count towards months of service, unless the break is because of the associate’s fulfillment of a National Guard or Reserve military obligation, or a written agreement exists of the employer’s intention to rehire the associate after the break in service), and

■ The associate must have worked 1,250 hours or more during the 12 months immediately preceding the commencement of the leave, excluding any paid and/or unpaid absences (vacation, holidays, leave, paid or unpaid sick/personal days, etc.) and in accordance with the Fair Labor Standards Act.

■ If the associate is on an approved non-FMLA leave when the above eligibility requirements are met, FMLA becomes effective on the date that all conditions are satisfied.

To further qualify for FMLA or Military Family Leave, the associate must be taking the leave for one of the reasons listed below:

■ The birth of a child and to bond with the associate’s newborn child within one year of birth;

■ The placement of a child for adoption or foster care with the associate and to bond with the newly-placed child within one year of placement. Eligible associates may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care. For example, associates may be required to attend counseling sessions, appear in court, consult with their attorney or the doctor(s) representing the birth parent, submit to a physical examination, or travel to another country to complete an adoption;

■ To care for the associate’s spouse, child, or parent with a serious health condition. If an associate works in a state that has FMLA leave protection for domestic partners, the associate is entitled to FMLA leave for the serious health condition of the domestic partner;

■ A serious health condition that makes the associate unable to perform the functions of the associate’s position, including incapacity due to pregnancy or for prenatal medical care;

■ To care for a covered servicemember who is recovering from a serious illness or injury sustained or aggravated in the line of duty on active duty, including to care for a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness at any time during the period of up to 5 years after the servicemember left military service; or

■ A qualifying exigency arising out of the fact that the covered military member is called into active duty, or has been notified of an impending call to active duty status, in support of a contingency operation in a foreign country.

REQUESTS FOR LEAVE OF ABSENCE

Requests for a non-medical LOA or any extension of a LOA must be submitted in Workday at least thirty (30) calendar days prior to commencement or extension of the leave period, if foreseeable. Requests for a medical LOA must be submitted as soon as the associate is informed by a physician of required medical treatment (or the need for covered service-member family leave as defined under the Military Family Leave statute) that results in the associate’s absence. Where state/district leave laws differ from Federal law, associates are entitled to the most generous provision.

RETURN TO WORK CONSIDERATIONS

A LOA can be granted with or without pay and does not guarantee the same job upon return. A LOA that qualifies under the FMLA, ADAAA, USERRA, Workers’
Compensation or The Military Family Leave statute could carry exceptions. If the associate was on leave for their own serious health condition, the associate is required to provide a return to work certification noting any restrictions and/or limitations at least one business day prior to returning to work to Benefits Administration.

JURISDICTIONAL WORK/LIFE BENEFITS ADDENDUM
For a break down of specific benefit policies by jurisdiction, please refer to the Jurisdictional Work/Life Benefits Addendum located in the Resources section on Human Systems Express.

OTHER BENEFITS

EMPLOYEE ASSISTANCE PROGRAM
BB&T offers Employee Assistance Program (EAP) services to help associates meet a variety of life’s challenges. The EAP is administered through Managed Health Network (MHN) and is available to all regular associates without having to enroll. You and anyone who resides with you as a member of your household can use the program.

Through BB&T’s partnership with MHN, we are pleased to offer a variety of services that extend beyond those offered by traditional EAPs. The following is a summary of some of the features available:

- Clinical Counseling: The EAP provides three face-to-face clinical consultations per incident per calendar year for a wide range of emotional health, family, and work issues. In addition, eligible members have access to unlimited telephonic (traditional voice or web-video) sessions through a toll-free number, 800-925-4525, 24 hours a day, seven days a week.
- Work and Life Services: The EAP features a number of services that affirm BB&T’s commitment to helping associates achieve a healthy balance between work and life. These services include childcare and eldercare assistance, financial services, legal services, identity theft recovery services, and daily living services. These services are available through the toll-free number, 800-925-4525, or through the Online Member Services (see next bullet point).
- Online Member Services: Through the EAP, you can access helpful information and emotional health and work-life tools online. For example, you can search for an MHN counselor, obtain a referral, ask emotional health questions, and find helpful tips, tools, and articles. To access the Online Member Services, go to members.mhn.com. At the Welcome screen, type “bbt” (without the quotation marks) into the Company Code field and press “Submit.” After you have entered the website, you can register to access the services by clicking “Log In/Register.”

LIFE CONVERSATIONS – PERSONAL PLANNING PROGRAM
BB&T offers the Life Conversations Personal Planning Program through The Hartford (in conjunction with BB&T’s Term Life Insurance and Accidental Death and Dismemberment programs). This program focuses on issues that can be difficult for families to discuss, including making end-of-life decisions, planning for the loss of a loved one, and meeting insurance needs. By preparing you to address these important topics, the Life Conversations program can eliminate uncertainty and make difficult times easier for your family.

For more information, access BBTBenefits.com, hover over the “Work/Life” tab, and click the “Life Conversations – Personal Planning” link. You will also see important promotional and enrollment ID codes. The Life Conversations website contains tools, information, and services to help families prepare for the future and navigate end-of-life decisions.

The following services are available:

- Estate Planning
- Funeral Planning
- Funeral Concierge Services
- Family Support
- Filing a Claim

As a benefits-eligible associate, these services – along with advisor support 24 hours a day, seven days a week
– are available to you and your beneficiaries. If you have any questions, contact The Hartford at 1-866-854-5429.

TRAVEL ASSISTANCE
BB&T offers a travel assistance and identity theft protection program through The Hartford to all benefit-eligible associates. Additional information about this program can be found on BBTBenefits.com in the Work/Life section.

BUSINESS TRAVEL ACCIDENT INSURANCE
BB&T provides insurance for you that may pay a benefit if you are injured in an accident while traveling on company business. The policy may pay up to $250,000 ($500,000 for Senior Vice Presidents and above) for injuries received.

VOLUNTARY BENEFITS
Critical Illness Coverage
BB&T offers Critical Illness Coverage through Aflac® to benefits-eligible associates who are actively at work. This coverage can help protect you and your eligible family members in the event you or a family member is diagnosed with a covered critical illness. In such an event, the coverage can provide you with a lump sum payment to be used any way you choose. This payment is intended to help reduce the financial burden that often comes with the recovery time associated with a critical illness.

This benefit is not part of the BB&T Flexible Benefits Plan. Enrollment is held in the fall of each year during Annual Benefits enrollment. To view an enrollment brochure, which contains information about Plan provisions and exclusions, visit BBTBenefits.com, hover over the “Work/Life” tab, and click the “BB&T Voluntary Benefits” link. If you have any questions, please contact the Aflac Customer Service Center at 800-749-1279. Representatives are available Monday through Friday from 9:00 a.m. to 6:00 p.m. ET.

Group Accident Insurance
BB&T offers Group Accident Insurance through Aflac® to benefits-eligible associates who are actively at work.

This coverage can help protect you and your eligible family members in the event you or a family member is involved in a covered accident. In such an event, the coverage pays regardless of any other insurance you may have and provides benefits for both inpatient and outpatient treatment. This coverage provides benefits to help cover the costs associated with unexpected bills from a covered accident.

This benefit is not part of the BB&T Flexible Benefits Plan. Enrollment is held in the fall of each year during Annual Benefits enrollment. To view an enrollment brochure, which contains information about Plan provisions and exclusions, visit BBTBenefits.com, hover over the “Work/Life” tab, and click the “BB&T Voluntary Benefits” link. If you have any questions, please contact the Aflac Customer Service Center at 800-749-1279. Representatives are available Monday through Friday from 9:00 a.m. to 6:00 p.m. ET.

GENERAL SEVERANCE PLAN
The purpose of the General Severance Plan is to provide financial assistance in the form of severance pay to certain eligible associates of the BB&T following their termination of employment under specified circumstances such as economic downturn, job elimination, etc. For a full description of these benefits, please refer to the General Severance Plan Summary Plan Description for more information. You may also contact Benefits Administration at 800-716-2455, option 1, for more information.

SUMMARY PLAN DESCRIPTIONS
The Summary Plan Descriptions (SPDs) for the BB&T benefit plans (Health Care Plan; Transportation Spending Account; Disability Program; Life Insurance, Supplemental Life Insurance, Dependent Life and Accidental Death and Dismemberment; Business Travel Accident Insurance; 401(k) Savings Plan; Pension Plan; and General Severance Plan) are located on BBTBenefits.com.

If you have any questions or need a printed copy of an SPD, please contact the Human Systems Service Center at 800-716-2455, option 1.
FLEXIBLE BENEFITS

every journey is unique.
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INTRODUCTION

The BB&T Flexible Benefits Plan - it’s about choice. BB&T has developed a benefits plan that allows you to create your own benefits package in order to meet your individual needs. It’s up to you to evaluate each benefit offered under the BB&T Flexible Benefits Plan and choose the coverage that works best for you.

The concept that drives the BB&T Flexible Benefits Plan is partnership. We work hard to provide you with a variety of benefits from which you can choose; in turn, you assume the responsibility for your choices.

The BB&T Flexible Benefits Plan offers the following programs:

- Medical
- Dental
- Vision
- Flexible Spending Accounts
- Vacation Purchase
- Disability Insurance
- Term Life Insurance
- Dependent Life Insurance
- Accidental Death and Dismemberment Insurance

All programs under the BB&T Flexible Benefits Plan are separate and independent of each other. For example, you may elect coverage under the BB&T Medical Program and the BB&T Vision Program but no coverage under the BB&T Dental Program; or, you may elect coverage under the BB&T Dental Program only.

BENEFITS ELIGIBILITY

You are eligible for benefits if you are scheduled to work at least 20 hours per week and are classified as a “regular” associate (not a temporary or contract associate). There are no waiting periods to enroll; you may participate in the BB&T Flexible Benefits Plan on your first day of employment. However, you must enroll in the programs to have coverage.

BENEFITS ANNUAL RATE

Benefits Annual Rate (BAR) is used to calculate your Disability and Term Life Insurance coverage amounts. BAR is defined as your September 30 base pay annualized, plus any incentives, bonuses, overtime, and commissions you have received from October 1 through September 30. Special payments such as moving expenses are not included in your BAR. If you are a new associate or a newly benefits-eligible associate, your BAR is your annual salary. Your BAR will not increase or decrease during the calendar year, even if you have a salary change.

ENROLLMENT PERIOD

You have 31 days to enroll in your BB&T Flexible Benefits. The period starts with the date you become a benefits-eligible associate and ends 31 days later. For example, if you are hired on August 7, 2019, as a benefits-eligible associate, the 31-day enrollment period begins on your hire date of August 7, 2019, and ends on September 6, 2019.

COVERAGE EFFECTIVE DATE

The coverage effective date is the date you become eligible for benefits (this can be your hire date or a later date). Your coverage effective date is not the date you enroll for benefits, but the date you become eligible. To clarify, if you are hired as a regular associate scheduled to work at least 20 hours per week, you are eligible for benefits on your first day of employment.

If you elect coverage due to a qualified Life Event Change, then the coverage effective date for the specific coverage elected is the based on date the Life Event Change occurred.

COVERAGE FOR YOUR DEPENDENTS

Under the BB&T Medical, Dental, and Vision Programs, you have the option to cover yourself and any Qualified Dependents. Qualified Dependents include:

- Your legally married spouse
- Your children under age 26
■ Any other Qualified Dependents as defined in the Health Care Summary Plan Description (available on BBTBenefits.com)

An associate cannot cover another associate as a dependent. If you and your spouse are both employed by BB&T, only one of you can cover a dependent. In addition, you cannot elect to cover each other. If you and your child are both employed by BB&T, you cannot elect to cover your child.

A dependent child’s eligibility will end at the end of the month in which the child turns 26. For more information about covered dependents, please see the Health Care Plan Summary Plan Description, available on BBTBenefits.com.

COMPANY CONTRIBUTIONS
Your Total Compensation at BB&T extends well beyond your annual income. For example, BB&T provides your Basic Term Life Insurance, the 50% Disability Option, and approximately 75% of your BB&T Medical Program premiums.

The premiums you see during your Benefits Enrollment are net of the company contribution. You can see the BB&T contribution on your payslip.

PRE-TAX SAVINGS
You receive an added benefit by having your benefit premiums, except those for Dependent Life and Disability Insurance, deducted before taxes are applied to your earnings.

BBTBENEFITS.COM
You can explore the programs offered under the BB&T Flexible Benefits Plan by visiting BBTBenefits.com, BB&T’s benefits website. You can access BBTBenefits.com whether you are at work, at home, or on the go – anywhere with Internet access.

In addition to information about the benefits listed above, BBTBenefits.com contains information about BB&T’s Retirement Benefits, Work/Life Benefits, and CarePlus wellness programs. Specifically, you will find:

■ Easy-to-locate information specific to each benefit we offer
■ Links to the websites of our benefit providers
■ A convenient link to Workday, BB&T’s human capital management system
■ Important benefit forms
■ Timely articles

THE BB&T MEDICAL PROGRAM
BASIC INFORMATION
BlueCross BlueShield Network
BB&T provides medical coverage through BlueCross BlueShield of North Carolina which allows you to take advantage of one national network that offers nationwide coverage and superior customer service no matter where medical assistance is needed. This nationwide coverage eliminates common hassles that you may encounter while traveling, if you have children away at school, or if you transfer from one state to another. The program also includes physicians and facilities outside the United States.

If your physicians have contracted with BCBS, they are considered “in-network.” Generally, as part of their contract, BCBS negotiates discounted rates with in-network providers, which can reduce your out-of-pocket expenses. Therefore, there can be a financial advantage to using in-network providers. You can access the most up-to-date list of participating physicians in your area by using the BCBS “Provider Search” at BlueConnectNC.com.

If you elect coverage under the BB&T Medical Program, you will receive a BlueCard identification card. To identify you as a participant in the national network, your card will have a logo in the lower right corner with the letters “PPO” inside a small blue suitcase.

Preferred Provider Organization Options
BB&T offers two* Medical Program Options:
1. Select Option
2. Consumer Option
Both the Select and Consumer Options are Preferred Provider Organization (PPO) options. A PPO is a benefit arrangement designed to offer medical services at an affordable cost. The Medical Options offer the flexibility to utilize both in-network and out-of-network providers.

Because in-network providers contract with BCBS at a discount, participants receive financial incentives for using in-network providers (i.e., the Plan pays a better benefit). If you use an out-of-network provider, you may receive a bill from that provider for charges not paid by the Plan, including charges exceeding negotiated rates for in-network providers.*

Please Note: Associates living in California have an additional Medical Program Option - the Kaiser HMO. Visit BBTBenefits.com for more information.

Coverage Levels
If you participate in the BB&T Medical Program, you may choose coverage for:

- Employee Only
- Employee and Spouse
- Employee and Child(ren)
- Family

SELECT OPTION
The Select Option is designed to offer medical services at an affordable cost and allow you to use in-network and out-of-network providers. Since in-network providers contract with BCBS at a discount, this option offers incentives such as co-payments for most office visits and lower co-insurance (that is, this option pays a higher percentage of covered charges) if you use participating providers.

Select Option Features
- Co-payments for doctors’ office visits when you are sick and for most prescription medications
- $1,150 (in-network) deductible for Employee Only coverage
- $2,875 (in-network) deductible for Employee and Child(ren) and Family coverage
- Ability to visit a specialist without a referral
- Preventive care office visits for children under age six are covered with a co-payment if obtained in-network
- In-network and out-of-network coverage
- Preventive care is generally covered at:
  - 90% in-network with no deductible
  - 80% out-of-network with no deductible

Select Option Deductible
Under the Select Option, co-payments are available for some services without having to meet your deductible. Co-payments are not applied toward your deductible. The family deductible is met when any combination of covered persons has expenses totaling $2,875. However, if one family member meets the $1,150 individual deductible, that person’s deductible is satisfied and insurance will begin paying on that individual’s claims. If the family deductible has been satisfied during a calendar year, no further deductible applies to any member of your family during that calendar year.

Select Option Prescription Drug Benefit
If you participate in the Select Option, you will have prescription drug co-payments or co-insurance and access to Prime Therapeutics, BB&T’s pharmacy benefits administrator. The Prime Therapeutics prescription drug benefits are set up on a four-tier benefit structure that separates drugs into different groups: Tier 1, Tier 2, Tier 3, and Tier 4. Each tier has a different cost:

- Tier 1: The prescription medication tier which consists of the lowest cost tier of prescription medications; most are generics.
- Tier 2: The prescription medication tier which consists of medium-cost prescription medications; most are generics, and some are brand-name prescription medications.
- Tier 3: The prescription medication tier which consists of higher-cost prescription medications; most are brand-name prescription medications, and some are specialty medications.
- Tier 4: The prescription medication tier which consists of the highest-cost prescription medications; most are specialty medications.
the Consumer Option will not begin to pay benefits until the members combined have met the $5,000 deductible). Once the entire deductible has been met, insurance will begin paying a benefit.

The Consumer Option does not include co-payments for doctors’ office visits or prescription drugs. It covers these services at 80% (in-network) after the deductible has been met. Therefore, you pay 100% of incurred charges until the deductible is met.

**Health Savings Account**

If you enroll in the Consumer Option, you have the option to enroll in the HSA. The HSA allows you to use pre-tax dollars to pay for qualified health care expenses. BB&T will contribute $500 to your HSA if you are enrolled in the Consumer Option and the HSA. BB&T makes this contribution on a prorated basis each payroll period during which you are enrolled in the Consumer Option. You can also designate an amount you want deducted from your pay each period and contributed to this account. You can change your HSA election at any time by accessing Workday, clicking on the Benefits icon, and then clicking the “Benefits” link under “Change.”

IRS guidelines limit the combined total HSA contribution – BB&T’s contribution and your contribution combined – to $3,500 for Employee Only coverage or $7,000 for Employee and Spouse, Employee and Child(ren), or Family coverage. Associates age 55 and over can contribute an additional $1,000 catch-up contribution to the HSA each year. IRS guidelines also prohibit participation in an HSA if you are enrolled in Medicare.

Contributions to the HSA are automatically invested in an interest-bearing account and immediately earn interest. Earnings are tax free. Once your balance exceeds $2,000, you also have the option of investing your HSA in mutual funds. Since your contributions will be made to the HSA before taxes are deducted, you can use the HSA funds to pay for qualified health care expenses with pre-tax dollars. For example, if your tax rate is 25%, you will save at least 25% plus state and FICA taxes. Essentially, if your tax rate is 25%, you will receive a discount of at least 25% on all expenses paid through your HSA.
With the HSA, unused contributions at the end of the year roll over for future medical expenses. You may make additional contributions to your HSA as long as you participate in the Consumer Option and total contributions do not exceed the limit. If you decide to enroll in a different BB&T Medical Program Option in the future, you will not be able to make additional contributions to your HSA, but any funds remaining in your HSA may be used to pay for qualified expenses until the account balance is depleted.

If you enroll in the HSA, you will receive the BB&T Benefit Access VISA® Debit Card to pay for expenses using your HSA. You will swipe the card, elect the credit payment option, and enter the amount you want to pay toward expenses such as doctors’ office visits, prescriptions, and dental or vision expenses not covered by insurance. Over-the-counter medications are not considered qualified medical expenses and cannot be paid for through your HSA, unless prescribed by a doctor.

By using the BB&T Benefit Access VISA® Debit Card, you will not have to pay for expenses out of pocket and transfer funds from your HSA to reimburse yourself. Payments will be automatically deducted from your HSA. However, you should always keep your itemized receipts in case you ever need them to demonstrate you are using these funds for qualified expenses.

Funds contributed to the HSA are yours even if you terminate your employment with BB&T or in the event of your death. You or your beneficiary(ies) can access these funds for non-qualified expenses, but you will be subject to a 20% IRS tax penalty and regular income taxes.

You may only make payments from your HSA up to the current balance in your account at the time the expenses are incurred. For example:

- You elect to have $62.50 deducted from your pay each pay period and contributed to your HSA for a total annual contribution of $1,500.
- BB&T contributes $20.83 to your HSA each pay period for a total annual contribution of $500.
- You incur a $1,000 expense on February 1.

You may only use your BB&T Benefit Access VISA® Debit Card to make a partial payment of $166.66 based on the current balance in your HSA. You may pay the rest of the expense with an alternate payment method or work out a payment plan with your provider to make another payment when future contributions have been made to your HSA.

**MEDICAL PROGRAM OPTION COMPARISON**

Before you choose a BB&T Medical Program Option, carefully consider how the basic structure of the coverage fits your particular lifestyle and your current and future needs. Give some thought to how you will access care under each approach. Ask questions such as:

- Will you be responsible for more out-of-pocket costs than you can comfortably afford?
- Does your current doctor participate in the BlueCard network?
- Do you have a chronic condition that will require frequent medical attention?

**Plan Comparisons**

The following charts compare the two BB&T Medical Program Options. For more information, refer to the Summary Comparison of BB&T Medical Program Options or the Summary Plan Description, available on BBTBenefits.com.
### Annual Deductibles for the BB&T Medical Program

<table>
<thead>
<tr>
<th>Annual Deductible</th>
<th>Select Option</th>
<th>Consumer Option**</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-network Single/Family</td>
<td>$1,150/$2,875</td>
<td>$2,500/$5,000</td>
</tr>
<tr>
<td>Out-of-network Single/Family</td>
<td>N/A</td>
<td>$5,000/$10,000</td>
</tr>
<tr>
<td>In-network Plan Pays/ You Pay</td>
<td>90%/10%</td>
<td>80%/20%</td>
</tr>
<tr>
<td>Out-of-network Plan Pays/ You Pay</td>
<td>80%/20%</td>
<td>60%/40%</td>
</tr>
<tr>
<td>Out-of-pocket maximum* In-network Single/Family</td>
<td>$1,650/$3,375</td>
<td>$5,000/$10,000</td>
</tr>
<tr>
<td>Out-of-pocket Maximum* Out-of-network Single/Family</td>
<td>$2,150/$3,875</td>
<td>$7,500/$15,000</td>
</tr>
</tbody>
</table>

*Out-of-Pocket Maximum includes deductible.

**If electing Employee and Spouse, Employee and Child(ren), or Family coverage, there is no individual deductible. The “Family” deductible of $5,000 will apply before benefits are paid.
## 2019 SUMMARY OF BB&T MEDICAL PROGRAM OPTIONS

### How the Program Works

<table>
<thead>
<tr>
<th>Option</th>
<th>Consumer Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choice of in-network and out-of-network providers</td>
<td>Choice of in-network and out-of-network providers</td>
</tr>
<tr>
<td>Annual deductible (per person) of $1,150 in-network or out-of-network</td>
<td>Annual deductible (employee only coverage) of $2,500 in-network or $5,000 out-of-network</td>
</tr>
<tr>
<td>Annual deductible (per family) of $2,875 in-network or out-of-network</td>
<td>Annual deductible (employee/spouse, employee/child(ren), or family coverage) of $5,000 in-network or $10,000 out-of-network</td>
</tr>
<tr>
<td>Out-of-pocket max (per person per year) of $1,650 in-network or $2,150 out-of-network (includes deductible)</td>
<td>Out-of-pocket max (employee only coverage) of $5,000 in-network or $7,500 out-of-network (includes deductible)</td>
</tr>
<tr>
<td>Out-of-pocket max (per family per year) of $3,375 in-network or $3,875 out-of-network (includes deductible)</td>
<td>Out-of-pocket max (employee/spouse, employee/child(ren), or family coverage) of $10,000 in-network or $15,000 out-of-network (includes deductible)</td>
</tr>
</tbody>
</table>

### Services in the Physician's Office

<table>
<thead>
<tr>
<th>Services in the Physician's Office</th>
<th>Option Pays</th>
<th>Option Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care Physician (PCP)</td>
<td>All charges except co-pay of $30</td>
<td>After deductible: 80% in-network, 60% out-of-network</td>
</tr>
<tr>
<td>Specialist Office Visits</td>
<td>All charges except co-pay of $40 (in-network)</td>
<td>After deductible: 80% in-network, 60% out-of-network</td>
</tr>
<tr>
<td>Diagnostic Imaging, Lab, and X-ray Services</td>
<td>After deductible: 90% in-network, 80% out-of-network</td>
<td>After deductible: 80% in-network, 60% out-of-network</td>
</tr>
<tr>
<td>Maternity Care (pre- and post-natal)</td>
<td>After deductible: 90% in-network, 80% out-of-network</td>
<td>After deductible: 80% in-network, 60% out-of-network</td>
</tr>
</tbody>
</table>

### Preventive Services

<table>
<thead>
<tr>
<th>Preventive Services</th>
<th>Option Pays</th>
<th>Option Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Child Care through Age 5 (including immunizations)</td>
<td>All charges except $30 PCP or $40 Specialist co-pay in-network; no coverage out-of-network</td>
<td>All charges covered at 100% in-network or out-of-network (no deductible)</td>
</tr>
<tr>
<td>Annual Gynecological Exam</td>
<td>LifeForce: 100%; Non-LifeForce: 90% (no deductible)</td>
<td>80% in-network or 60% out-of-network (no deductible)</td>
</tr>
<tr>
<td>Annual PAP Smear</td>
<td>80% in-network or 60% out-of-network (no deductible)</td>
<td></td>
</tr>
<tr>
<td>Annual Mammogram</td>
<td>80% in-network or 60% out-of-network (no deductible)</td>
<td></td>
</tr>
<tr>
<td>Annual Physicals and Other Well Care over Age 5 (including immunizations)</td>
<td>90% in-network (no deductible) or 80% out-of-network (no deductible)</td>
<td>80% in-network or 60% out-of-network (no deductible)</td>
</tr>
<tr>
<td>Colonoscopy Screenings</td>
<td>90% in-network (no deductible) or 80% out-of-network (no deductible)</td>
<td>80% in-network or 60% out-of-network (no deductible)</td>
</tr>
</tbody>
</table>

### Allergy Injections

<table>
<thead>
<tr>
<th>Allergy Injections</th>
<th>Option Pays</th>
<th>Option Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billed with Office Visit</td>
<td>All charges except co-pay of $30 PCP or $40 Specialist in-network; 80% after deductible out-of-network</td>
<td>After deductible: 80% in-network, 60% out-of-network</td>
</tr>
<tr>
<td>Billed without Office Visit</td>
<td>After deductible: 90% in-network, 80% out-of-network</td>
<td>After deductible: 80% in-network, 60% out-of-network</td>
</tr>
<tr>
<td>Allergy Serum</td>
<td>All charges except $30 co-pay in-network; 80% after deductible out-of-network</td>
<td>After deductible: 80% in-network, 60% out-of-network</td>
</tr>
</tbody>
</table>

### Diabetic Supplies

<table>
<thead>
<tr>
<th>Diabetic Supplies</th>
<th>Option Pays</th>
<th>Option Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insulin, Test Strips, Syringes</td>
<td>Covered at pharmacy: $30 co-pay in-network; no coverage out-of-network</td>
<td>Covered at pharmacy: 80% after deductible in-network; no coverage out-of-network</td>
</tr>
<tr>
<td>Service</td>
<td>In-network Coverage</td>
<td>Out-of-network Coverage</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Glucose Meters, Insulin Pumps</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Diabetic Nutritional Counseling (billed as</td>
<td>in-network, 80% out-of-network</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>office visit)</td>
<td></td>
<td>network</td>
</tr>
<tr>
<td>Diabetic Nutritional Counseling (billed as</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>outpatient facility charge)</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td></td>
<td>network</td>
<td>network</td>
</tr>
<tr>
<td>Inpatient Hospital Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospital Charges</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Emergency Ambulance Services</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Semi-private Room</td>
<td>network</td>
<td>network</td>
</tr>
<tr>
<td>Intensive Care</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Surgery and Anesthesia</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Diagnostic and X-ray Services</td>
<td>network</td>
<td>network</td>
</tr>
<tr>
<td>Blood and/or Plasma</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>All charges except $150 co-pay</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Delivery of Baby</td>
<td>After deductible: 90%</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Outpatient Services</td>
<td>in-network, 80% out-of-</td>
<td>network</td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Home Health Care</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Diagnostic Imaging^2 and X-ray Services</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Therapy Services</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Physical Therapy, Speech Therapy,</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Occupational Therapy, Respiratory Therapy,</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Chiropractic Services, Dialysis, and</td>
<td>network</td>
<td>network</td>
</tr>
<tr>
<td>Cardiac Rehabilitation</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Mental Health and Substance Abuse Services</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Office Visits</td>
<td>After deductible: 90%</td>
<td>After deductible: 80%</td>
</tr>
<tr>
<td>Inpatient/Outpatient Services</td>
<td>in-network, 80% out-of-</td>
<td>in-network, 60% out-of-</td>
</tr>
<tr>
<td>Prescription Drugs - No out-of-network</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail - Up to 30-day supply</td>
<td>All except co-pay of $15 (Tier 1); $30 (Tier 2); $50 (Tier 3)</td>
<td>After deductible: 80% in-network</td>
</tr>
<tr>
<td>Mail Order - Up to 90-day supply</td>
<td>All except co-pay of $30 (Tier 1); $60 (Tier 2); $100 (Tier 3); 25% (Tier 4) coinsurance (30-day limit; min. $50 and max. $150)</td>
<td>After deductible: 80% in-network</td>
</tr>
</tbody>
</table>

^The Plan’s benefit will not increase to 100% for preventive services, even after the out-of-pocket maximum has been met.

^Prior Plan approval is required for high-tech diagnostic imaging performed in an outpatient or office setting. If prior plan approval is not obtained, the service will not be covered.

^Pre-certification is required. If pre-certification is not obtained, a $100 penalty applies for Outpatient Surgery; a $200 penalty applies for Inpatient Surgery.

This is a summary only. Please refer to the Health Care Plan Summary Plan Description on [BBTBenefits.com](http://www.BBTBenefits.com). These benefits are subject to change.
PRIME THERAPEUTICS PRESCRIPTION MEDICATIONS

BB&T partners with Prime Therapeutics, one of the nation’s leading pharmacy benefit managers, to oversee our prescription drug benefits and help you access needed medications at the lowest cost. Prime Therapeutics administers our retail pharmacy benefits, PrimeMail by Walgreens (mail order) pharmacy, and Specialty Pharmacy services.

Participants in the Select or Consumer Options will receive a BlueCrossNC member ID card to be used for medical and pharmacy benefits. When using a retail pharmacy, simply present your BlueCrossNC member ID card with your prescription.

Participants can log into their online Prime Therapeutics account through the BlueCrossNC website. To login, complete the following:

1. Go to BlueConnectNC.com.
2. Enter your User ID and Password.
3. Click “Login.”
4. Click “Prescriptions.” A new window will open to the Prime Therapeutics’ website.

You can also log in to:

- Better understand your benefit coverage
- Order refills
- Check the status of an order
- Renew a prescription
- Price a drug
- View drug images, hear pronunciations, and review side effects and drug interactions
- Learn how to make cost-effective prescription drug choices

Filling Prescription Drugs

You may receive your prescription drugs through retail pharmacies (most national chains and most local and independent pharmacies) or through PrimeMail by Walgreens (Mail Order) Pharmacy.

When you fill your prescriptions at a participating retail pharmacy, you will pay a co-payment for up to a 30-day supply of your prescription. By having your prescriptions filled through PrimeMail by Walgreens (Mail Order) Pharmacy, you can save time and money. This service generally allows you to receive up to a 90-day supply of your medication for only two co-payments. Therefore, you save yourself one co-payment – it is similar to a buy two, get one free program. You will pay a single mail order co-payment when you send in your prescription. The medical plan will pay the balance of the prescription cost.

Mandatory Generic Drug Policy

The BB&T Medical Program requires you and any covered dependents to ask the physician if there is a generic drug option. If a generic drug is chosen, you will pay the lowest co-payment for the drug. If a brand name drug is chosen, you will pay the difference in the cost between the generic drug and the brand name drugs. If no generic drug is available, you will pay only the regular drug co-payment.

For example:

If you choose a brand name drug in Tier 3, you will pay the Tier 3 co-payment of $50, plus the difference between the actual cost of the Tier 3 and generic drug.

| Tier 3 retail drug cost at the pharmacy | $150 |
| Generic equivalent retail drug cost at the pharmacy | $125 |
| Net difference | $25 |
| Tier 3 retail drug co-payment | $50 |
| Your cost (co-payment plus net difference) | $75 |

AllianceRx AllianceRx Specialty Pharmacy

AllianceRx Walgreens Prime Specialty Pharmacy (AllianceRx) is a mail order pharmacy built on the strength of smart clinical solutions, solid benefit design, cost controls, and an unwavering commitment to the health and wellbeing of its members. AllianceRx employs nurses, pharmacists, pharmacy technicians, and patient care coordinators to assist members with insurance verification, delivery scheduling, and billing. Nurses and pharmacists are available 24 hours a day, seven days a week.

AllianceRx will be the exclusive provider of your specialty medications. You must fill your specialty medication through AllianceRx via home delivery.
The procedures that require prior plan approval are:
- MRI (Magnetic Resonance Imaging)
- MRA (Magnetic Resonance Angiogram)
- MRS (Magnetic Resonance Spectroscopy)
- CT (Computerized Tomography)
- Nuclear Cardiology Studies
- Echocardiography
- CTA (Computerized Tomography Angiogram)
- PET (Positron Emission Tomography)

Specialty drugs, such as gene therapies and biotechnological medications, are complex and costly medications which generally require special storage or handling and close monitoring of side effects that may arise during drug therapy. A list of specialty medications can be viewed on BlueConnectNC.com. Generally, you can only get a 30-day supply of a specialty medication; however, there are certain specialty medications used for HIV and transplants that can be filled for a 90-day supply.

Most specialty drugs are covered as follows:
- 25% co-insurance
- Minimum cost of $50 and a maximum cost of $150
- Up to 30-day supply limit — some drugs (including transplant and HIV drugs) are eligible for a 90-day supply
- Some specialty drugs are available with a co-payment (Tier 1, 2, or 3)

Please refer to BlueConnectNC.com to confirm the tier of your medication. For specific details of the prescription drug benefits provided through the Select Option and the Consumer Option, refer to the Summary Plan Description.

RETIREE MEDICAL COVERAGE
Retirees and dependents will be offered the opportunity to elect medical coverage through BB&T Insurance Services. For a detailed description of the program, access the BB&T Retirement Guide on BBTBenefits.com.

IMPORTANT NOTES
Prior Plan Approval for Diagnostic Imaging
The BB&T Medical Program Options require prior plan approval for high-tech diagnostic imaging procedures. Prior plan approval means that these procedures must be authorized before the Plan will pay a benefit. BlueCrossNC contracts with a vendor, American Imaging Management, Inc. (AIM), to authorize these services.

THE BB&T DENTAL PROGRAM
BB&T’s optional dental coverage is administered by Ameritas, which offers a large network of dentists. If you use a dentist who has contracted with Ameritas, the dentist may charge a lower negotiated rate for services. You won’t be penalized for using a non-network dentist, but you have the opportunity to save by using a participating dentist. A list of contracting dentists is available at www.ameritas.com/group/olbc/bbt.

DENTAL PROGRAM COVERAGE AND PREMIUMS
If you participate, you may choose coverage for:
- Employee Only
- Employee and Spouse
- Employee and Child(ren)
- Family
Example
Mark has Employee Only coverage under the BB&T Dental Program. In 2018, he incurred a total of $400 in charges for dental services from his in-network provider and submits his claims to Ameritas. Because he did not exceed the $500 annual benefit threshold and he submitted his claims, Mark is eligible for Dental Rewards®. By visiting an in-network provider, Mark is also eligible for the PPO Bonus.

Because Mark’s submitted claims were less than the annual benefit threshold, he will receive $250 in Dental Rewards®. Here is how Mark’s total Dental Rewards® will be calculated:

$250 (Dental Rewards® earned)
+ $100 (PPO Bonus earned)

$350 (total rewards earned)

The total amount of rewards Mark earned in 2018 will be added to his annual maximum ($1,000) for 2019. Therefore, Mark’s annual maximum in 2019 will be $1,350.

Restrictions
Under the Dental Rewards® program, the following restrictions apply:

- Annual Carryover Amount: The total amount of Dental Rewards® that can be added to the following year’s annual maximum is $250.
- Maximum Carryover: The maximum possible accumulation for Dental Rewards® and PPO Bonus combined is $1,000.

Additionally, if a participant has no dental claims for covered procedures submitted during the year, no reward will be earned and all accumulated rewards from previous years will be forfeited. Participants can, however, begin accumulating rewards the following plan year.

WAITING PERIODS
BB&T’s Dental Program contains waiting periods for major services and orthodontia that may decrease your benefit. If you had coverage under another group dental program, you may be able to reduce or

<table>
<thead>
<tr>
<th>BB&amp;T Dental Program Semi-Monthly Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Only</strong></td>
</tr>
<tr>
<td>$15.70</td>
</tr>
</tbody>
</table>

Benefits Summary
The following chart is an overview of the benefits provided under the program. Payments for services are subject to reasonable and customary charges.

<table>
<thead>
<tr>
<th>Dental Service</th>
<th>Example</th>
<th>Annual Deductible</th>
<th>Plan Pays</th>
<th>Waiting Periods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventative (2 visits per calendar year)</td>
<td>Cleanings and X-rays</td>
<td>$0</td>
<td>100%</td>
<td>None</td>
</tr>
<tr>
<td>Basic</td>
<td>Fillings and extractions</td>
<td>$25 individual</td>
<td>80%</td>
<td>None</td>
</tr>
<tr>
<td>Major</td>
<td>Crowns or bridges</td>
<td>$25 individual</td>
<td>50%</td>
<td>Six months</td>
</tr>
<tr>
<td>Orthodontia (only for dependent children up to age 19)</td>
<td>Braces</td>
<td>$0</td>
<td>50% (up to a max. lifetime benefit of $1,000 for each covered child under age 19)</td>
<td>One year</td>
</tr>
</tbody>
</table>

The maximum annual benefit payable for each covered person, exclusive of orthodontia, is $1,000. Either you or your dentist will need to file your claim with Ameritas.

DENTAL REWARDS®
Through the Dental Rewards® program from Ameritas, you can “earn” additional money toward your future annual maximum benefit ($1,000 per covered person). Participants in the BB&T Dental Program will be able to carry over part of their unused annual maximum from one plan year to the next.

Participants in the BB&T Dental Program can qualify for Dental Rewards® by:

- Submitting at least one dental claim per year
- Keeping total paid claims for the year under the plan’s annual benefit threshold ($500 per covered person)

Participants who meet these criteria will earn $250 in Dental Rewards®. Additionally, participants who submit claims for an in-network provider will be eligible for an extra $100 reward, called the PPO Bonus.
eliminate the waiting periods by providing a Certificate of Coverage from your previous dental plan as proof of prior coverage. Please send your Certificate of Coverage to Benefits@BBandt.com

YOUR DENTAL IDENTIFICATION (ID) CARD
Participants in the Dental Program will receive an ID card for dental coverage.

PRE-TREATMENT ESTIMATES
You may wish to get a pre-treatment estimate from your dentist before beginning any major dental work. A pre-treatment estimate permits the review of the proposed treatment in advance and allows for resolution of any questions before the work is done. Additionally, both you and the dentist will know in advance what charges are covered, your estimated benefits, and approximately what you will owe.

For more information, refer to the Health Care Plan Summary Plan Description available on BBTBenefits.com.

THE BB&T VISION PROGRAM
The BB&T Vision Program is administered by Vision Service Plan (VSP). The BB&T Vision Program provides discounted coverage through VSP network doctors and the flexibility to see affiliate providers outside the VSP network. These affiliate providers include over 400 Costco locations and other retail chains. There are no waiting periods for the BB&T Vision Program.

VISION PROGRAM COVERAGE AND PREMIUMS
If you participate, you may choose coverage for:
- Employee Only
- Employee and Spouse
- Employee and Child(ren)
- Family

| BB&T Vision Program Semi-Monthly Premiums |
|-------------------------------|-----------------|-----------------|-----------------|
| Employee Only                | Employee and Spouse | Employee and Child(ren) | Family |
| $8.40                         | $13.24           | $13.52           | $21.81           |

The following charts show an overview of the benefits provided under the program.

<table>
<thead>
<tr>
<th>Schedule of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eye Exams</td>
</tr>
<tr>
<td>Lenses</td>
</tr>
<tr>
<td>Frames</td>
</tr>
<tr>
<td>Providers</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Providers</td>
</tr>
<tr>
<td>Eye Exam</td>
</tr>
<tr>
<td>Lenses</td>
</tr>
<tr>
<td>Lens Options</td>
</tr>
<tr>
<td>Frames</td>
</tr>
<tr>
<td>Frames</td>
</tr>
<tr>
<td>Frames</td>
</tr>
<tr>
<td>Contact Lenses</td>
</tr>
<tr>
<td>Contact Lenses</td>
</tr>
<tr>
<td>Contact Lenses</td>
</tr>
<tr>
<td>Laser VisionCareSM Program</td>
</tr>
<tr>
<td>Laser VisionCareSM Program</td>
</tr>
<tr>
<td>Benefits through VSP Open AccessSM</td>
</tr>
</tbody>
</table>

1Less any applicable co-pay
2Prices shown reflect the standard option price, prices on premium options may vary. Prices are valid only through VSP Preferred Providers and are subject to change without notice.
3At Costco locations, frames will be covered in full up to a $80 retail allowance, which is equivalent to a $150 allowance at other affiliate locations.
430% discount applies to glasses purchased the same day as the member's eye exam from the same VSP Preferred Provider who provided the exam. Members will also receive 20% off unlimited additional pairs of glasses valid through any VSP Preferred Provider within 12 months of the last covered eye exam.
5Using wavefront technology with the microkeratome surgical device only. Other LASIK procedures may be performed at an additional cost to the member. Laser VisionCare discounts are only available from VSP-contracted facilities.
USING YOUR VSP BENEFIT
There are no identification cards or claim forms required for the BB&T Vision Program. To access your benefits, make sure to tell your doctor you are a VSP member when you make your appointment. Your doctor will ask for your ID number, which is your Social Security number. Your doctor and VSP will handle the rest by verifying your benefits and eligibility for services.

If Your Doctor is Not a VSP Participant
You have the option of seeing an out-of-network provider. Be aware that out-of-network benefits do not guarantee full payment. You will be required to pay the provider in full at the time of service. For out-of-network reimbursement, send itemized receipts along with your full patient and member information to VSP. Out-of-network claims must be submitted to VSP within six months of the date of service. Please keep a copy of the information for your records and send the originals to the address below.

Vision Service Plan
Out-of-Network Provider
P.O. Box 997105
Sacramento, CA 95899-7105

Please call 800-877-7195 or visit BBTBenefits.com and click the “VSP Website (Vision)” link for more information and to verify that your physician is a participating provider.

FLEXIBLE SPENDING ACCOUNTS
BB&T offers the following Flexible Spending Accounts (FSAs):
- Health Care FSA
- Limited Use Health Care FSA
- Dependent Care FSA
- Mass Transit Transportation Spending Account (Mass Transit TSA)
- Parking Transportation Spending Account (Parking TSA)

These spending accounts allow you to set aside money on a pre-tax basis to pay for health care expenses not covered by insurance, dependent care expenses (before- and after-school expenses), or mass transit transportation expenses. Using this benefit is a great way to get a “discount” on your qualified health care, dependent care, and mass transit transportation expenses that are not paid by any of the other benefit plans. The amount of the discount is equal to your income tax rate. For example, if you are paying 28% in federal income taxes, you will save at least 28% plus state and FICA taxes on such expenses.

HEALTH CARE FSA AND LIMITED USE HEALTH CARE FSA
- Participation in these plans is voluntary.
- You may contribute up to $2,700 per year to the Health Care FSA and Limited Use Health Care FSA.
- Your contributions are made on a pre-tax basis through payroll deduction.

The Health Care FSA allows you to save pre-tax dollars to pay for medical expenses not covered by insurance. The Health Care FSA is available to all benefits-eligible associates except those who participate in the Consumer Option. You may use Health Care FSA funds to pay for qualified dependent medical expenses even if you do not elect coverage for your dependents under the BB&T Medical Program. You may access the full amount of your annual Health Care FSA contribution at any time.

The Limited Use Health Care FSA is available to participants in the Consumer Option and can be used for eligible health care expenses that are not medical expenses (for example, dental and vision care).

Contributions
When you first enroll in your benefits, as well as during Annual Benefits Enrollment in the fall of each year, you will have the opportunity to choose a specific amount of money to contribute to a Health Care FSA or Limited Use Health Care FSA. Please note, when entering your contribution, you can choose to enter an annual amount or a per-pay-period amount.
**Example:**
You are hired on July 23, 2019, and you have 31 days to enroll for BB&T’s benefits. You enroll on August 1, 2019. You want to contribute $200 per month to the Health Care FSA to cover anticipated expenses.

\[
\text{\$200} \times 5 \quad (\text{The number of months remaining in the current calendar year}) \\
\text{\$1,000} \quad (\text{Your annual contribution; enter this amount in Workday})
\]

Your per-pay-period contribution will be $100.

The Health Care FSA provides a great way to save on taxes; however, the IRS has specific rules for its use. One important rule is the “use-it-or-lose-it” provision, which specifies that any amounts not applied to the eligible expenses incurred by December 31, 2019, will be forfeited. However, up to $500 can be carried over to the next plan year. Be sure to plan carefully for the year’s Health Care FSA contributions. You have until March 31, 2020, to submit claims for reimbursement of eligible expenses incurred during 2019.

**Qualified Expenses**
Qualified expenses that can be claimed through the Health Care FSA and Limited Use Health Care FSA include:
- Dental and vision deductibles*
- Dental and vision co-payments or services not covered by the plans*
- Vision expenses not covered by insurance
- Hearing expenses including exams and hearing aids
- Prescription drug co-payments

*If you participate in the Limited Use Health Care FSA, you cannot submit claims for medical services covered in the Consumer Option; you may only submit claims for dental and vision services.

Other examples of expenses eligible for reimbursement can be found in the Health Care FSA Summary Plan Description available on [BBTBenefits.com](http://BBTBenefits.com).

**Non-Reimbursable Expenses**
The following expenses are not qualified under the Health Care FSA and Limited Use Health Care FSA:
- Non-prescription over-the-counter medications (for example, allergy and cold medications, antacids, pain relievers, and eye drops)
- Cosmetic procedures (for example, teeth whitening, dermabrasion, chemical peels, or spider vein treatment)
- General wellness expenses (for example, health club dues, special foods, vitamins, exercise programs and equipment, or weight loss programs)
- Insurance premiums (for example, replacement insurance for contact lenses or other health plan policies)
- Other expenses, including shipping and handling, missed appointment or late payment fees, or interest charges
- Expenses incurred after your coverage ends or after you stop contributing to the plan

**Submitting Claims and Receipts**
You may use the BB&T Benefit Access VISA® Debit Card to pay your qualified health care expenses so you do not have to pay for these expenses out of pocket and wait for a reimbursement check. You should save your itemized receipts as proof you are using the pre-tax funds for qualified expenses as determined by the IRS. You may receive a letter from Stley, Hunt, DuPree & Rhine, Inc. (SHDR), BB&T’s FSA plan administrator, requesting itemized receipts for your purchases; at that time, send your itemized receipts along with a copy of the letter to SHDR.

Health care expenses that do not have to be submitted to the BB&T Medical or Dental Programs first can be submitted directly to the Health Care FSA. When you submit your completed claim form, be sure to include documentation or receipts for your expenses.

Under IRS regulations, expenses are treated as having been incurred when the participant is provided with the health care and not when the participant is billed for or pays for the health care. In other words, you cannot submit a bill for reimbursement for future services even if you have already paid for them. In addition, you
cannot be reimbursed for expenses incurred prior to your coverage effective date or after coverage ends.

All claims should be submitted to SHDR at:

Stanley, Hunt, DuPree & Rhine, Inc.
P.O. Box 6400
Greenville, SC 29606
SHDRflexinquiry@BBandT.com
Fax Claims to: 252-293-9048 or 252-293-9049

DEPENDENT CARE FSA

- Participation in this plan is voluntary.
- You may contribute up to $5,000 per year to the Dependent Care FSA. However, under IRS rules, your contributions cannot exceed the lesser of your income or your spouse's income. If you are married and file taxes separately from your spouse, you are limited to $2,500 in contributions. In addition, if you contributed to a Dependent Care FSA through another employer in 2019, your combined contributions for 2019 may not exceed $5,000.
- Your contributions are made on a pre-tax basis through payroll deduction.

Note: This plan is for dependent day care expenses. It is not used to reimburse yourself for a dependent's qualified health care expenses.

Contributions

When you first enroll for your benefits, as well as during Annual Benefits Enrollment in the fall of each year, you will have the opportunity to choose a specific amount of money to contribute to a Dependent Care FSA. When enrolling, you can enter an annual amount or a per-pay-period amount.

Example:

You are hired on July 23, 2019, and you have 31 days to enroll for BB&T’s benefits. You enroll on August 1, 2019. Your monthly dependent care expenses are $400.

\[
\text{\$400 \times 5} \quad \text{(The number of months remaining in the current calendar year)}
\]

\[
\text{\$2,000} \quad \text{(Your annual contribution; enter this amount in Workday)}
\]

Your per-pay-period contribution will be $200.

The Dependent Care FSA provides a great way to save on taxes; however, the IRS has specific rules for its use. One important rule is the “use-it-or-lose-it” provision, which specifies that any amounts not applied to the eligible expenses incurred by December 31, 2019, will be forfeited. Be sure to plan carefully for the year’s Dependent Care FSA contributions. You have until March 31, to submit claims for reimbursement of eligible expenses incurred during 2019.

Qualified Expenses

Qualified expenses that can be claimed through the Dependent Care FSA include:

- Payments to nursery schools, day care centers, or individuals for care of preschool children
- Payments for before-school care or after-school care for children from kindergarten through age 12
- Payments to providers outside the home for care of disabled dependents of any age
- Services of a housekeeper, maid, or cook if the services were partly for the care of a child under age 13 or a disabled dependent. This includes meals, lodging, and payroll taxes of the housekeeper.
- Payments to relatives for care of qualifying dependents; however, the relative cannot be your dependent or your child if under age 19 as of the end of the year
- Payments (in lieu of regular day care) to summer day camp or other summer programs, but not overnight camps

Submitting Claims

When you have a qualified dependent care expense, you may either use your BB&T Benefit Access VISA® Debit Card to pay for the expense or pay by another method (cash, check, etc.), and then submit a completed claim form to SHDR for reimbursement. You will need to include the tax identification number or Social Security number of your dependent care provider, as well as documentation of your expenses. You can only be reimbursed for the amount currently available in your account.
All claims must be submitted to SHDR at:

Stanley, Hunt, DuPree & Rhine, Inc.
P.O. Box 6400
Greenville, SC 29606
SHDRflexinquiry@BBandT.com
Fax Claims to: 252-293-9048 or 252-293-9049

MASS TRANSIT TSA

- Participation in this plan is voluntary.
- You may contribute up to $265 a month to the Mass Transit TSA.*
- Your contributions are made on a pre-tax basis through payroll deduction.

*You may change your contribution amount at any time. For example, if you elect the full amount for January, and you decide you will only need $100 a month, you can change your contribution amount through Workday by clicking on the Benefits icon and then clicking the “Benefits” link under “Change.” You may only access up to the balance in your Mass Transit TSA at the time the expense is incurred.

Qualified Expenses
Qualified expenses that can be claimed through the Mass Transit TSA include:

- Transit pass expenses: Money paid for passes, tokens, fare cards, vouchers, etc. when riding on mass transit (train, bus, subway, or ferry). This includes publicly-owned vehicles, as well as vehicles owned by someone in the business of transporting people for hire, as long as the vehicle seats six or more adults (excluding the driver).
- Commuter highway vehicle (van pool) expenses: Money paid for rides in a commuter highway vehicle between your home and work. The vehicle must seat at least six adults (excluding the driver), and at least 80% of the mileage per year must be for transporting commuters between home and work, or for trips where at least half of the seating is for work commuters.

The IRS will only allow electronic payment for Mass Transit TSA services. You must use the BB&T Benefit Access VISA® Debit Card to purchase passes, fare cards, vouchers, etc. If your transit authority does not accept VISA®, you will not be able to use the Mass Transit TSA. When you enroll for the Mass Transit TSA, you will receive a Welcome Packet with instructions on how to use your BB&T Benefit Access VISA® Debit Card.

Important Note: This plan is for associates who utilize mass transit to commute to and from work. It is not used to reimburse yourself for expenses you incur from use of a personal automobile.

PARKING TSA

- Participation in this plan is voluntary.
- Your contributions are made on a pre-tax basis through payroll deduction.
- You may change your contribution amount at any time.

Only associates who work in designated locations are eligible to participate in the Parking TSA.

When you enroll, you will select a semi-monthly amount to be deducted from your pay pre-tax and contributed to the Parking TSA. You may change your contribution through Workday by clicking on the Benefits icon and then clicking the “Benefits” link under “Change.”

Qualified Expenses
This account is intended to be used to pay for parking expenses incurred at or near your work location. It may also be used for parking at a mass transit facility. Please note that you can only use the Parking TSA to pay for parking which you directly contract with a parking vendor. Parking in a lot owned or leased by BB&T, for which you pay through payroll deduction, is not an eligible expense.

VACATION PURCHASE

Associates may purchase additional vacation with pre-tax dollars. Benefits-eligible associates may purchase up to 64 hours of vacation in 8-hour units. Part-time associates are limited based on their scheduled hours. For example, an associate scheduled for 25 hours per
week, could purchase only 32 hours (four 8-hour units) of vacation.

<table>
<thead>
<tr>
<th>Vacation Purchasing Option</th>
<th>Eligibility for Purchased Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 19 hours per week</td>
<td>Not eligible</td>
</tr>
<tr>
<td>20 to 23 hours per week</td>
<td>Purchase up to four 8-hour units (32 hours)</td>
</tr>
<tr>
<td>24 to 31 hours per week</td>
<td>Purchase up to four 8-hour units (32 hours)</td>
</tr>
<tr>
<td>32 to 39 hours per week</td>
<td>Purchase up to six 8-hour units (48 hours)</td>
</tr>
<tr>
<td>40 hours per week</td>
<td>Purchase up to eight 8-hour units (64 hours)</td>
</tr>
</tbody>
</table>

At year end, any unused purchased vacation will be forfeited. In certain states (for example, California), state law does not allow for the forfeiture of vacation.

**INSURANCE**

**DISABILITY PROGRAM**

The Disability Program is structured so that no associate should have a lapse in pay if they are out of work due to non-work-related illness or disability. You have two Disability coverage options. Each option continues a different percentage of your monthly Benefits Annual Rate (BAR) after you have exhausted your annual Sick days.

Coverage Options:
- 50% of your BAR
- 60% of your BAR

Disability coverage premiums are paid on an after-tax basis so that the benefits received from the plan are not taxable to you. BB&T provides the 50% Disability Option to associates at no cost. The premium for the 60% Disability Option is based upon your individual BAR and your age. Refer to the Benefits icon in Workday for your Disability premium.

*Please Note: Increases in Disability coverage are only effective if you are actively at work. In addition, increases in your Disability benefit may be subject to pre-existing condition exclusions. For more information, refer to the Summary Plan Description available on BBTBenefits.com.*

In order to receive Disability pay, your absence must be certified by your doctor and approved by our Disability insurance carrier, The Hartford. If you are not approved for disability, any continued absence will be without pay. For more information about the Disability Program, refer to the Summary Plan Description, available on BBTBenefits.com.

**TERM LIFE INSURANCE PROGRAM**

Each benefits-eligible associate receives two times their Benefits Annual Rate (BAR) in Basic Term Life Insurance.
coverage. BB&T pays for this basic coverage in full. You can choose an additional one to six times your BAR in Supplemental Term Life Insurance coverage. The maximum coverage available (basic coverage plus supplemental coverage) is $2,000,000. Once you select a level of coverage when you initially enroll, you may increase your coverage at the rate of one level per year during Annual Benefits Enrollment in the fall of each year. If you cancel or decrease your coverage, you will be limited to one level of increase during the next year’s Annual Benefits Enrollment period. You may change your beneficiary designations at any time through Workday.

*Please Note: Increases in your Supplemental Term Life Insurance coverage level are only effective if you are actively at work. For more information, refer to the Summary Plan Description available on BBTBenefits.com.*

Current federal tax law requires that only the premiums for the first $50,000 in coverage can be paid for on a tax-free basis. If your Basic and Supplemental coverage totals more than $50,000, the cost of coverage over $50,000 is taxable to you. Your income will be adjusted for the cost of coverage over the $50,000 limit.

If you elect supplemental Term Life Insurance coverage greater than $500,000 or four times your BAR, you will receive information from The Hartford that you must complete as evidence of good health and insurability. You will need to provide evidence of good health and insurability the first time you elect supplemental Term Life Insurance coverage greater than $500,000 or four times your BAR and any time you increase your coverage above $500,000 or four times your salary.

The following chart outlines an example of coverage available for an associate with a $25,000 BAR:

<p>| Supplemental Term Life Insurance Coverage |  |  |</p>
<table>
<thead>
<tr>
<th>Coverage Amount</th>
<th>Amount of Basic Coverage (2 x Benefits Annual Rate)</th>
<th>Total Life Insurance Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Additional Coverage</td>
<td>$0</td>
<td>$50,000</td>
</tr>
<tr>
<td>1 x Benefits Annual Rate</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>2 x Benefits Annual Rate</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>3 x Benefits Annual Rate</td>
<td>$75,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>4 x Benefits Annual Rate</td>
<td>$100,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>5 x Benefits Annual Rate</td>
<td>$125,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>6 x Benefits Annual Rate</td>
<td>$150,000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

Remember, BB&T provides Basic Term Life Insurance coverage (two times BAR) for benefits-eligible associates. The Supplemental Term Life Insurance coverage you elect is in addition to the Basic Term Life Insurance coverage provided to you by BB&T. The premiums for Supplemental Term Life Insurance are based upon your individual BAR and your age. To review your benefit elections, including your Supplemental Term Life Insurance premiums, go to Workday, click the Benefits icon, and click “Benefit Elections” under “View.”

For more information about the program or converting coverage, refer to the Summary Plan Description available on BBTBenefits.com.

**Retiree Term Life Insurance Program**

As a retiree, you will have the option to continue one half, one, or two times your ending Benefits Annual Rate (BAR) for Term Life Insurance. For example, if your BAR at the time of your retirement is $30,000, you could elect coverage amounts of $15,000, $30,000, or $60,000. Premiums will be based on your age, BAR, and the level of coverage you choose.

You are eligible to participate in the Retiree Term Life Insurance Program if you meet the following criteria:

- You are at least age 55.
- You have 10 years of service (have reached your 10-year anniversary).
- You currently participate in the BB&T Term Life Insurance Program as an active associate.

For a detailed description of the program, access the Summary Plan Description and the BB&T Retirement Guide on BBTBenefits.com.
DEPENDING LIFE INSURANCE PROGRAM

In addition to your Term Life Insurance coverage, you may elect coverage for your spouse and/or dependent children.

You may elect coverage for your spouse in $10,000 increments up to $200,000.* In addition, you may select from coverage levels of $7,500, $10,000, or $15,000 for dependent children. Dependent Life Insurance premiums are paid on an after-tax basis and the benefits received from the program are not taxable to you. You are the beneficiary of all Dependent Life Insurance coverage.

Your dependent children are eligible from birth until the end of the month in which they reach age 26. If your children become ineligible, you will need to cancel their coverage through Workday.

Please Note: If you have chosen to remain in the grandfathered Dependent Life Insurance Program offered prior to 2015, the only change you will be permitted to make under the plan at this time is to cancel your coverage. If you elect to cancel your coverage, your option to re-enroll will default to the current Dependent Life Insurance Program.

For more information about the program or converting coverage, refer to the Summary Plan Description available on BBTBenefits.com.

*Dependent Life Insurance coverage for your spouse cannot exceed 50% of your basic and supplemental life insurance coverage with a maximum of $200,000. Workday will automatically calculate the maximum level of coverage you may elect. If you elect Dependent Life coverage for your spouse greater than $50,000, you must provide your insurance carrier, The Hartford, with evidence of good health and insurability before coverage greater than $50,000 can become effective.

Accidental Death and Dismemberment Program

Accidental Death and Dismemberment (AD&D) insurance provides coverage in addition to life insurance. The death benefit is paid to your designated beneficiary(ies) if you die as the result of an accident.

A percentage of the total benefit amount is paid to you if you or your covered dependent(s) suffer certain dismembering injuries, such as the loss of an arm, leg, hand, foot, or sight.

You may elect AD&D insurance in $10,000 increments up to a maximum coverage amount of $500,000 or 10 times your Benefits Annual Rate, whichever is lower. You may also elect AD&D insurance for your family. Their coverage amount depends on the amount you elect for yourself.

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Cost per Unit (Unit = $10,000) Semi-Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Coverage</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$0.13</td>
</tr>
<tr>
<td>Family</td>
<td>$0.20</td>
</tr>
</tbody>
</table>

For more information, refer to the Summary Plan Description available on BBTBenefits.com.

BENEFITS ENROLLMENT AND CHANGES

BENEFITS ENROLLMENT

To enroll in programs under the BB&T’s Flexible Benefits Plan, complete the following steps:

1. Review your options. Review the BB&T benefit options outlined in this section of the EXCELLENCE Associate Handbook and determine the benefits you plan to choose.

2. Access Workday by clicking the Workday button on BBTBenefits.com. As a supplement when following steps 4 through 9 below, you may use the “Workday Benefits Enrollment User Guide for New Hires” located in the Featured Documents section on BBTBenefits.com. This guide contains detailed instructions (including screenshots) on using Workday to enroll in your benefits.

3. On the Workday homepage, click the profile icon in the upper-right corner of the page. Then, click “Inbox” to access your Workday Inbox.

4. Your Inbox will display a task prompting you to enroll. Click the task to begin the enrollment process.
If you are a new hire, the task will not appear until you have completed your on-boarding task through Workday.

5. Use the “Elect” and “Waive” radio buttons to choose your coverage and coverage levels. If electing a coverage level other than Employee Only, you will need to add a dependent(s). Please have each dependent’s full name, date of birth, and Social Security number ready. You will also need to have this information for your beneficiary(ies).

6. Follow the instructions on your screen, paying particular attention to the information at the top of each page. The text on the screen will guide you through the enrollment process.

7. When you have completed your elections, the system will display an "Elected Coverages" screen. Review your elections to ensure they are correct.

8. Carefully read through all the information on your screen and check the box beside "I Agree." This serves as your electronic signature.

9. To obtain a confirmation of your elections, click "Print." This opens a PDF you can print and retain for your records.

**DEFAULT COVERAGE**

As a new associate or a newly benefits-eligible associate, if you miss your deadline to enroll for your benefits, you will automatically be provided with “default coverage.” Default coverage is no medical coverage, two times your Benefits Annual Rate in Term Life Insurance, and the 50% Disability coverage option. You will have an opportunity to re-enroll and make changes to your benefits during Annual Benefits Enrollment.

**LIFE EVENT CHANGES**

Once you make your benefit elections, federal tax laws dictate that you cannot change your elections during the year unless you have a qualified Life Event Change. Eligible events that may allow you to change some or all of your coverage include:

- Birth, adoption, placement for foster care, legal custody of a child
- Marriage, divorce, legal separation (recorded through the Clerk of Court)
- Gain or loss of spouse's coverage due to change in employment
- Gain or loss of child’s eligibility
- Gain or loss of coverage under Medicare or Medicaid
- Death of spouse or child
- COBRA coverage expires or COBRA subsidy expires
- Start or end of unpaid Leave of Absence
- Start or end of military Leave of Absence
- Change in day care (Dependent Care FSA only)
- Spouse moves into or out of the United States (special rules apply)
- Significant change in health care cost of spouse's plan
- Gain or loss of coverage during spouse’s annual enrollment (other than January 1)
- Loss of child(ren)'s coverage under a parent’s plan (due to plan’s eligibility requirements)
- Loss of associate’s coverage under a parent’s plan (due to plan’s eligibility requirements)

If you have a status change and wish to edit your benefit elections, you must initiate a Life Event Change through Workday within 31 days of the qualifying event. Depending on the specific Life Event Change, you may be able to add or remove dependents from your insurance coverage.

Your change in elections must be consistent with your Life Event Change. Any change in coverage or contributions must be approved by Benefits Administration and will become effective as of the date of the status change. For more information, visit BBTBenefits.com.
SUMMARY PLAN DESCRIPTIONS

The Summary Plan Descriptions (SPDs) for the BB&T benefit plans (Health Care and Flexible Benefits; Transportation Spending Account; Short and Long Term Disability; Basic Life Insurance, Supplemental Life Insurance, Dependent Life and Accidental Death and Dismemberment; Business Travel Accident Insurance; 401(k) Savings Plan; Pension Plan; and General Severance Plan) are located on BBTBenefits.com.

If you have any questions or need a printed copy of an SPD, please contact the Human Systems Service Center at 800-716-2455, option 1.

SUMMARY OF BENEFITS AND COVERAGE DOCUMENT AND UNIFORM GLOSSARY OF HEALTH COVERAGE AND MEDICAL TERMS

As required by the Patient Protection and Affordable Care Act, group health plan administrators must provide health insurance consumers access to two documents, a Summary of Benefits and Coverage (SBC) and a Uniform Glossary of Health-Coverage and Medical Terms (Uniform Glossary).

SUMMARY OF BENEFITS AND COVERAGE DOCUMENT

The SBC document provides a summary of key features of the BB&T Medical Program, such as the covered benefits, cost-sharing provisions, and coverage limitations and exceptions. The SBC document includes details, called “coverage examples,” which are comparison tools that allow you to see what the BB&T Medical Program would generally cover in two common medical situations. The intent of the SBC document is to provide information that will make it easier for you to find the best coverage for yourself and your dependents or family.

UNIFORM GLOSSARY OF HEALTH-COVERAGE AND MEDICAL TERMS

The Uniform Glossary is a resource that will help you understand medical coverage and medical terms of the most common, and sometimes confusing, language used in medical insurance documents.

Both of these documents are accessible through BBTBenefits.com.

REQUIRED NOTIFICATIONS UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT

The Plan will follow the guidelines outlined in the Patient Protection and Affordable Care Act (PPACA). The standards include limitations on the frequency of preventive care services. For a complete list of covered preventive services, please visit BlueConnectNC.com.

Coverage is available for children up to age 26. Please note that eligibility does not change based on school enrollment or marital status. The following notice is required to be provided to you under PPACA:

Individuals whose coverage ended, or who were denied coverage (or were not eligible for coverage), because the availability of dependent coverage of children ended before attainment of age 26 are eligible to enroll in the BB&T Corporation Health Care Plan. Individuals may add coverage during Annual Benefits Enrollment. Coverage will be effective January 1, 2019. For more information, contact the Human Systems Service Center at 800-716-2455, option 1.

Under the PPACA, we have chosen to maintain our plans as “Grandfathered Health Plans.” Because of their status, we are required to provide the following disclosure:

This group health plan believes this plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain
basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator (the Human Systems Service Center) at 800-716-2455, option 1. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

CONTACT INFORMATION

BlueCross BlueShield of North Carolina
(Medical Claims, Provider Information, and Prime Therapeutics)
800-621-8876
P.O. Box 2291, Durham, NC 27702
BlueConnectNC.com

Ameritas (Dental)
800-487-5553
Ameritas.com/group/olbc/bbt

Vision Service Plan (Vision)
800-877-7195
VSP.com

Stanley, Hunt, DuPree & Rhine, Inc.
(FSAs, Mass Transit TSA, Parking TSA, and HSA)
800-930-2429
Fax claims to: 252-293-9048 or 252-293-9049
P.O. Box 6400, Greenville, SC 29606
SHDR.com/BBandT

Managed Health Network (Employee Assistance Program)
800-925-4525
Members.MHN.com – Enter the access code bbt

Human Systems Service Center
800-716-2455
Benefits: Benefits@BBandT.com
Payroll: Payroll@BBandT.com
WELLNESS

achieve your goals.
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### 14 Gap in Care Incentive Program
INTRODUCTION

At BB&T, we recognize the vital role wellness plays in your life. From physical fitness to proper nutrition, your overall health affects you both physically and financially. For over 30 years, we have offered a variety of wellness programs designed to help you set and meet your goals and to remain an active participant in your health care management.

CAREPLUS

At BB&T, we encourage you to take a proactive approach to achieving and maintaining better health. To help you in your wellness endeavors, BB&T offers a number of wellness resources, including nutrition and exercise programs, all under the CarePlus name.

Through CarePlus, we offer you personalized health care resources and tools to help you gain an understanding of your current health status and meet your health goals. By participating in the programs CarePlus offers and working toward better health, you can help lower the amount you pay for health care services each year.

CarePlus encourages all members to follow these cornerstones of health:

- Live Better – make the right health choices daily.
- Eat Smarter – choose healthy foods and portions for every meal or snack.
- Get Fit and Stay Fit – exercise and physical fitness activities at least five days a week.
- Be Aware – be an educated health care consumer through regular health assessments and screenings.

CAREPLUS WELLNESS PROGRAMS

To help you achieve and maintain better health and to help manage health care costs for BB&T and associates, BB&T provides the following programs through CarePlus:

- LifeForce Program
- RivalHealth
- BlueCross BlueShield of North Carolina’s (Blue CrossNC) Case Management Program
- Gap in Care Program

These programs are in place solely to help you remain an active participant in your own health care management; they will not reduce the benefits you receive under the BB&T Flexible Benefits Plan. BB&T contracts with outside providers who administer the programs. The Case Management Program and Gap in Care Program work in conjunction with the BB&T Medical Program. The LifeForce program and RivalHealth are optional programs.

By participating in these programs and working toward better health, you can help lower the amount you pay for health care services each year. Additional incentives for these programs (which vary depending on the program) can include premium reductions, health evaluations, counseling at no cost to you, cash incentives, and prizes.

Additional information on the programs CarePlus offers is available on the Wellness tab on BBTBenefits.com.

CAREPLUS MOBILE APP

CarePlus includes a mobile application (app), CarePlus Mobile Health, which you can use to access personalized health care tools and resources while you’re on the go. Through CarePlus Mobile Health, you can access the following:

- BlueCrossNC ID cards
- Medical deductible information
- Information about potential health risks and recommendations
- An activity tracker that will sync to your Fitbit®, Moves©, or Run Keeper© devices
- BB&T benefit plan summary information

CarePlus Mobile Health is customized for individual users. All BB&T associates are eligible to download the
mobile app at no cost. You do not need to participate in the BB&T Medical Program to use the app. Spouses covered under the BB&T Medical Program are also able to download the app at no cost.

CarePlus Mobile Health is powered by Mobile Health Consumer and compatible with Apple® and Android™ products. Visit the Wellness tab on BBTBenefits.com for download and registration instructions.

**LIFEFORCE**

Lifeforce, BB&T’s premier wellness program, was designed to create a healthier you! The program provides you with health and fitness education, including information about disease prevention and adverse behaviors that may affect your physical well-being, and direct access to evaluations by a health care professional on a regular basis.

BB&T contracts with Peak Health to administer Lifeforce. Through the program, you will work with a Peak Health nurse to establish realistic and attainable health goals. As you work toward those goals, you can advance to new Phases of the program. All information and evaluations conducted for this program are completely confidential.

Prior to participating in the Lifeforce program, please review Peak Health’s “Notice Regarding Wellness Program” document located on the Lifeforce page on BBTBenefits.com under the Wellness tab.

**ELIGIBILITY**

All benefits-eligible associates can participate in the Lifeforce Program. You are eligible for benefits if you are scheduled to work at least 20 hours per week and are classified as a regular associate (not a temporary or contract associate).

**BENEFITS OF LIFEFORCE**

By offering the Lifeforce Program, BB&T is investing in its most valuable resource – associates! You, and the many other outstanding associates like you, are the key to achieving our vision: to create the best financial institution possible, to be “The Best of the Best.” BB&T wants to ensure that you are able to be your best self and offers Lifeforce at no charge to you so you can take control of your health and improve your quality of life.

But don’t take our word on it – take a look at these testimonials from BB&T associates:

“**I am a walking testimony of the fact that good health enhances one’s ability to be motivated, confident, and full of positive energy both in your personal and professional life. Through [Lifeforce], I have been able to learn more about healthy nutritional choices for my entire family as well as the importance of taking time to focus on me! Over the past 6-8 months, I’ve found an enjoyable exercise regimen that works for me, lost 32 pounds, and progressed from a Lifeforce Phase 3 to a Phase 5!”**

Pamela P., North Carolina

“I joined BB&T right out of college and had definitely gained my share of college weight. Soon after joining BB&T, I learned about the Lifeforce program and figured it would be a good way to learn about my current health situation and help me set goals. Every meeting my goal was to lose 5 pounds. It’s [been] a little over three years [since] I had my first Lifeforce meeting, and I’ve lost over 40 pounds. The program worked for me because it gave me a goal to work toward that was manageable. I was shocked to learn where I had started. I tried to block it out of my memory. Now I’m [at] a healthy weight and am enjoying the full medical credit. Double win!”

C. W., Florida

Join thousands of other BB&T associates by participating in Lifeforce! As a participant, you can expect to receive the following benefits:

**Personal Health Education and Risk Identification with Free One-on-One Health Evaluations**

Lifeforce participants meet regularly with a Peak Health nurse for free one-on-one health evaluations. During
If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn a medical credit, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting a Peak Health nurse practitioner at 252-237-5090.

On the following page are the potential medical credits that can be earned by participants and their spouses:

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your personalized evaluations, the Peak Health nurse will review the following with you to help you gain a thorough understanding of your health:

- Your complete blood work results (comprehensive metabolic, lipid, thyroid, and a complete blood count)
- Your weight
- Your body composition (including a seven-site skin caliper test to determine your body fat percentage)
- Your blood pressure
- Your resting heart rate
- Your cardiorespiratory fitness via a six-minute sub-maximal bike test

The Peak Health nurse will work with you to identify any current issues or potential risks and create a plan of action to help you improve your health and progress through the program. Some BB&T associates have had serious illnesses spotted through LifeForce and consider it a life-saving program.

**Select Option-Specific Benefits**

Associates who are enrolled in the Select Option of the BB&T Medical Program receive the following benefits for themselves and their covered dependents as LifeForce participants:

- 100% coverage for preventative mammograms
- 100% coverage for annual gynecological visits (office visit and pap test)

**Medical Premium Credits**

LifeForce participants and their spouses have the opportunity to earn medical credits which can lower medical premiums by up to 20%. Participants and their spouses who are covered under the BB&T Medical Program will be eligible to earn medical credits if the participant is placed in Phases 2 - 5 of the program by the Peak Health nurse. Participants must meet the requirements of their Phase and complete the Health Assessment on an annual basis by the last day of the month of their first appointment of the year in order to earn their medical credit. Spouses must complete their Health Assessment in order to earn their medical credit.
### LifeForce Phase 2 Medical Credit

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### LifeForce Phases 4 & 5 Medical Credit

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To receive the medical credit amount listed in the "Total Medical Credit" column of the charts above, both the associate and their spouse must meet their requirements. If the spouse does not complete their required Health Assessment, the associate will only earn the credit listed in the "Associate Credit" column.

If the spouse completes their required Health Assessment but the associate does not complete all requirements of their phase and/or does not complete the Health Assessment, the associate will not earn a medical credit. If both the associate and the spouse do not complete their respective requirements, the associate will not earn a medical credit.

If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn a medical credit, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting a Peak Health nurse practitioner at 252-237-5090.

Medical credits will remain in effect as long as you participate in LifeForce, maintain your Phase criteria, and complete the annual Health Assessment requirement.

The LifeForce savings are applied as a "Medical Credit" to your first pay in the month that follows the appointment in which you were placed in your Phase. The full amount of your medical premium is deducted pre-tax from your pay. The amount you save as a LifeForce participant is credited to your pay and reflected as a separate line item ("Medical Credit") on your pay slip.

**LIFEFORCE PHASES**

As you work toward the realistic and attainable goals established with the Peak Health nurse, you can advance to new Phases of the program and achieve higher medical credits. The program advocates individual accountability for healthy lifestyle behaviors and rewards you for your efforts. To determine in which of the Phases you will be placed, the Peak Health nurse will assess your health through a series of tests and compare your results to the program’s medical standards. These tests include lab work results, body composition, blood pressure, cardiorespiratory fitness, and resting heart rate.

**Phase N**  You are not a LifeForce participant.

**Phase 0**  You have completed the Health Assessment, a brief, one-time medical questionnaire, and lab work, and your initial appointment has been scheduled. You are not eligible for enhanced medical benefits for mammograms or annual gynecological visits.

**Phase 1**  This is the entry phase of the program. Health risks are identified, and goals are set by you and the Peak Health nurse. Appointments are scheduled every four months.

**Phase Benefits:**
- You and your covered dependents are eligible for enhanced medical benefits for mammograms and annual gynecological visits.

**Phase 2**  **Phase Criteria:**
- Progress is made toward goals.
- Body fat percentage is between 4.1 and 6.0 percentage points above the norm for your age and gender.
- Your fitness level is below average.
- You are being seen for medical follow-up by your health care provider.
- You may be using tobacco products.
- All age and gender health exams and labs are current within six months.

**Phase Benefits:**
- You and your covered dependents are eligible for enhanced medical benefits for mammograms and annual gynecological visits.
- You are entitled to receive a medical credit.

Appointments are scheduled every four months.
Phase 3  Phase Criteria:
- Progress is made toward goals.
- Body fat percentage is between 2.1 and 4.0 percentage points above the norm for your age and gender.
- Your fitness level is average.
- You are being seen for medical follow-up by your health care provider.
- You have stopped using tobacco products for less than six months or have enrolled in a smoking cessation program and are receiving medical assistance to stop smoking.
- All age and gender health exams and labs are current within three and six months.

Phase Benefits:
- You and your covered dependents are eligible for enhanced medical benefits for mammograms and annual gynecological visits.
- You are entitled to receive a medical credit.

Appointments are scheduled every four to six months.

Phase 4  Phase Criteria:
- Progress is made toward goals.
- Body fat percentage is within 2.0 percentage points for your age and gender.
- Your fitness level is good to excellent.
- All controllable health risks have been addressed.
- You have stopped using tobacco products for more than six months or have enrolled in a smoking cessation program and are receiving medical assistance to stop smoking.
- All age and gender health exams and labs are up to date by your appointment.

Phase Benefits:
- You and your covered dependents are eligible for enhanced medical benefits for mammograms and annual gynecological visits.
- You are entitled to receive a medical credit.

Appointments are scheduled every six to eight months.

Phase 5  Phase Criteria:
- All controllable health risks have been addressed and are being maintained (all goals are “maintenance”).
- You are a non-tobacco user or you have completed a smoking cessation program and have been evaluated by your health care provider and they have certified that you are medically unable to stop smoking at this time.
- All age and gender health exams and labs are up to date by your appointment.

Phase Benefits:
- You and your covered dependents are eligible for enhanced medical benefits for mammograms and annual gynecological visits.
- You are entitled to receive a medical credit.

Appointments are scheduled every 12 months.

Remember: Manageable short- and long-term goals are established with the help of the Peak Health nurse. You must continue to make progress toward your goals, which includes maintaining regular evaluations, in order to maintain an active status in the LifeForce Program and be eligible for a medical credit.

If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn a medical credit, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting a Nurse Practitioner at Peak Health at 252-237-5090.

Prior to participating in the LifeForce program, please review Peak Health’s “Notice Regarding Wellness Program” document located on the LifeForce page on BBTBenefits.com under the Wellness tab.

PROGRAM COSTS
Participation in LifeForce is paid for by BB&T. Additionally, BB&T will pay for the cost of any lab work incurred for the program if you use LabCorp or an approved alternate facility for the blood draw. The cost of lab work obtained from an unauthorized provider will be your responsibility. BB&T does not reimburse mileage to have lab work performed or to attend a LifeForce evaluation. The travel
and appointment time (occurring during your normal scheduled hours) are paid for by BB&T. You must record time taken off for LifeForce appointments, including travel to and from, as “LifeForce Time Off” in Workday.

You must provide a 24-hour notice of cancellation by calling the Peak Health Appointment Desk at 252-237-5090 or emailing Appointment@PeakHealth.net. PeakHealth nurses cannot cancel or reschedule appointments. If you fail to show up on time for the appointment or fail to give a 24-hour notice of cancellation, $71 will automatically be deducted from your payroll. In addition, rescheduling your appointment more than two times consecutively will result in your manager being notified and their cost center being charged a $71 fee. Managers may request that you reimburse the cost center for this fee.

As a LifeForce participant, you will share in the responsibility of maintaining timely evaluations. Failure to be evaluated may cause you to be dropped from the program and charged for the appointment.

**STEPS FOR NEW PARTICIPANTS**

You can enroll in LifeForce at any time of the year. Prior to participating in the LifeForce program, please review Peak Health’s “Notice Regarding Wellness Program” document located on the LifeForce page on BBTBenefits.com under the Wellness tab. Complete the following steps to get started:

**Step 1: Complete the Health Assessment**

The Health Assessment (HA) is a confidential personal health questionnaire designed to provide you with insight into your overall health, including areas of strength and weakness and recommendations for improvement. The HA is an integral part of the LifeForce program, completion of which will impact any applicable medical credit (see LifeForce Phases for more information).

To complete the HA:

2. Click the LifeForce page link under the Wellness tab.
3. Click the link to the “LifeForce - Steps for New Participants” page.
4. Click the link to the HA.
5. Click the “Register Now” link*.
6. Enter your first name, last name, last four digits of your Social Security number, and date of birth in MM/DD/YYYY format.
7. Click the “Register” button.
8. Enter a password and confirm your password.
9. Press the “Next” button. You will be redirected to the login page.
10. Log in using your username and password.
11. On the left side of the page under the “Wellness” header, click “Health Assessment” to access the HA.
12. Enter the information requested on the screen (taking care to scroll through the entire page), and then click the “Submit” button at the bottom of the page.

*If you have previously registered for the site, enter your username and password to log in. If you do not remember your username and/or password, you can click the “Forgot Username” and/or “Forgot Password” links to retrieve that information.

Please Note: LifeForce participants are required to complete the HA on an annual basis by the last day of the month of their first appointment of the year. If your spouse is covered under the BB&T Medical Program, they are also required to complete the HA by the same deadline in order for you to receive your full medical credit (if applicable based on your LifeForce Phase).

If your spouse is added to your medical coverage due to a qualified life event change after your HA deadline, the spouse credit will be applied (if applicable based on your LifeForce Phase) starting the first pay of the month following their completion of the HA.

If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn a medical credit, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting a Peak Health nurse practitioner at 252-237-5090.

**Step 2: Complete Required Steps on the Peak Health Website**

1. Go to the Peak Health website: https://peak-health.net/Public/LogOn.
2. Log onto the website.
   - If you are connected to the BB&T network, select “BB&T” under the “Single Sign On” header on the right.
If you are not connected to the BB&T network, enter your username and password under the “Log On” header on the left. Your username is your Associate ID number (your Associate ID appears next to your name in Workday). Your initial password is the last 4 digits of your Social Security Number, 2 digit birth month and 2 digit birth date (SSSSMMDD format).

Password Example:
Associate Mary Doe’s SSN: 123-45-6789.
Mary’s birthday: June 23, 1951
Mary’s password: 67890623

3. Complete a brief, one-time medical questionnaire.
4. Acknowledge the Company Release and Privacy Notice.
5. Print your lab requisition form.

**Step 3: Schedule and Complete Your Lab Work**
Schedule an appointment to have your lab work completed (comprehensive metabolic, lipid, thyroid, and a complete blood count). Please bring your printed lab requisition form to your lab work appointment.

BB&T will pay for the lab work if you use LabCorp or a pre-approved alternate facility. The cost of lab work obtained from an unauthorized provider will be your responsibility. A list of approved alternate lab locations is available on the “Lab Form” tab of the Peak Health website.

Visit LabCorp.com or call 1-888-LABCORP to find a location near you. If there is not a LabCorp or an approved alternate facility near you, you must contact Peak Health at 252-237-5090 to make other arrangements to have your lab work completed.

**Step 4: Your First LifeForce Appointment**
After you complete your lab work and HA and Peak Health receives your lab work results (at least two weeks after you complete your lab work), Peak Health will contact you via email or mail to schedule the date, time, and location of your first LifeForce appointment with a Peak Health nurse.

For each LifeForce appointment, you will meet with a Peak Health nurse and complete a series of tests, including weight, body composition test (a seven-site skin caliper test), blood pressure, cardiorespiratory fitness (a six-minute sub-maximal bike test), and resting heart rate. The first LifeForce appointment takes approximately one hour. Subsequent appointments will take about 30 minutes. Always wear appropriate and comfortable clothing and shoes to your appointments (shorts, T-shirt, and athletic shoes).

After you complete the series of tests during your appointments, the nurse will compare your results and recent lab work results to the program’s medical standards for your age and gender. Your results will determine in which LifeForce Phase you will be placed, and the nurse will let you know at that time in which LifeForce Phase you fall.

During the appointments, the Peak Health nurse will also help you establish program goals specific to your individual needs and information on how best to achieve them. Before you leave, the Peak Health nurse will give you a copy of your results and goals as an important motivational tool. You are encouraged to save this copy and use it as a reference guide to better health. In addition, Peak Health will send a reminder of your goals midway between your appointments.

**Step 5: Establish Your Next LifeForce Appointments**
As a participant in the LifeForce Program, you share the responsibility for securing follow-up appointments. During each LifeForce appointment, you will be given the approximate time frame in which you will need to have your next appointment and complete your next lab work (time frames vary based on LifeForce Phases). One month prior to your appointment, you will be notified by email, inter-office mail, or home address mail of the date, time, and location of your next appointment. Please mark your calendar accordingly.

If you do not receive an appointment notification, please take the initiative to call Peak Health at 252-237-5090 or visit the Peak Health website at https://peak-health.net/Public/LogOn to view your next scheduled appointment date and time. If you cancel an appointment, it is your responsibility to reschedule the appointment with Peak Health within 31 days or you will be dropped from the LifeForce program. You can reschedule your appointments through the Peak Health website.
For information such as your LifeForce appointment dates, your current Phase, or the date your next lab work is needed, log into the Peak Health website at https://peak-health.net/Public/LogOn.

**STEPS FOR CURRENT PARTICIPANTS**

**Step 1: Complete the Health Assessment**
The Health Assessment (HA) is a confidential personal health questionnaire designed to provide you with insight into your overall health, including areas of strength and weakness and recommendations for improvement. The HA is an integral part of the LifeForce program, completion of which will impact any applicable medical credit (see LifeForce Phases for more information).

To complete the HA:
2. Click the LifeForce page link under the Wellness tab.
3. Click the link to the “LifeForce - Steps for Current Participants” page.
4. Click the link to the HA.
5. Click the “Register Now” link*.
6. Enter your first name, last name, last four digits of your Social Security number, and date of birth in MM/DD/YYYY format.
7. Click the “Register” button.
8. Enter a password and confirm your password.
9. Press the “Next” button. You will be redirected to the login page.
10. Log in using your username and password.
11. On the left side of the page under the “Wellness” header, click “Health Assessment” to access the HA.
12. Enter the information requested on the screen (taking care to scroll through the entire page), and then click the “Submit” button at the bottom of the page.

*If you have previously registered for the site, enter your username and password to log in. If you do not remember your username and/or password, you can click the “Forgot Username” and/or “Forgot Password” links to retrieve that information. Please Note: LifeForce participants are required to complete the HA on an annual basis by the last day of the month of first appointment of the year. If you are married and your spouse is covered under the BB&T Medical Program, they are also required to complete the HA by the same deadline in order for you to receive your full medical credit (if applicable based on your LifeForce Phase).

If your spouse is added to medical coverage due to a qualified life event change after your HA deadline, the spouse credit will be applied (if applicable based on your LifeForce Phase) starting the first pay of the month following their completion of the HA.

If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn a medical credit, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting a Peak Health nurse practitioner at 252-237-5090.

**Step 2: Schedule and Complete Your Lab Work**
You will receive an appointment reminder from Peak Health by email, inter-office mail, or home address mail. In addition to your appointment information, this reminder will include an attached lab requisition form (if applicable; lab work frequency varies based on age and/or health risks). Print the lab requisition form and schedule an appointment to have your lab work completed (comprehensive metabolic, lipid, thyroid, and a complete blood count). Please bring your printed lab requisition form to your lab work appointment.

BB&T will pay for the lab work if you use LabCorp or a pre-approved alternate facility. The cost of lab work obtained from an unauthorized provider will be your responsibility. A list of approved alternate lab locations is available on the “Lab Form” tab of the Peak Health website.

Visit LabCorp.com or call 1-888-LABCORP to find a location near you. If there is not a LabCorp or an approved alternate facility near you, you must contact Peak Health at 252-237-5090 to make other arrangements to have your lab work completed.

BB&T will pay for the cost of any lab work incurred for the program if you use LabCorp or an approved alternate facility for the blood draw. The cost of lab work obtained from an unauthorized provider will be your responsibility. BB&T does not reimburse mileage to have lab work performed or to attend a LifeForce evaluation. The travel and appointment time (occurring during your normal scheduled hours) are paid for by BB&T. You must record time taken off for LifeForce appointments, including travel.
If you do not receive an appointment notification, please take the initiative to call Peak Health at 252-237-5090 or visit the Peak Health website at https://peak-health.net/Public/LogOn to view your next scheduled appointment date and time. If you cancel an appointment, it is your responsibility to reschedule the appointment with Peak Health within 31 days or you will be dropped from the LifeForce program. You can reschedule your appointments through the Peak Health website.

If you didn’t do so preceding your LifeForce appointment, be sure to record your time away from work in Workday as “LifeForce Time Off.”

For information such as your LifeForce appointment dates, your current Phase, or the date your next lab work is needed, log into the Peak Health website at https://peak-health.net/Public/LogOn.

RIVALHEALTH

RivalHealth is a fitness and nutrition program that provides you with a customized plan according to your current health, lifestyle, and fitness goals. Participation in RivalHealth revolves around the usage of the RivalHealth website or mobile app, which contains tools to help you improve and maintain your fitness level. Participants receive a set of exercise DVDs and personalized daily emails with meal and workout suggestions.

BB&T pays the entire cost of RivalHealth for you and contracts with RivalHealth to coordinate this program. If you are serious about making changes to your eating and exercise habits and willing to challenge yourself, RivalHealth can help you reach your goals.

ENROLL IN RIVALHEALTH

Step 1: Sign Up

You are eligible to participate in RivalHealth if you are a regular associate (not contract or temporary). You do not have to participate in the LifeForce Program or elect medical coverage with BB&T to participate in RivalHealth. You can enroll in RivalHealth anytime by completing the following steps:

Step 3: Your LifeForce Appointment

For each LifeForce appointment, you will meet with a Peak Health nurse and complete a series of tests, including weight, body composition test (a seven-site skin caliper test), blood pressure, cardiorespiratory fitness (a six-minute sub-maximal bike test), and resting heart rate. Your LifeForce appointment will take about 30 minutes. Always wear appropriate and comfortable clothing and shoes to your appointments (shorts, T-shirt, and athletic shoes).

After you complete the series of tests during your appointments, the nurse will compare your results and recent lab work results to the program’s medical standards for your age and gender. Your results will determine in which LifeForce Phase you will be placed, and the nurse will let you know at that time in which LifeForce Phase you fall.

During the appointments, the Peak Health nurse will also help you establish program goals specific to your individual needs and information on how best to achieve them. Before you leave, the Peak Health nurse will give you a copy of your results and goals as an important motivational tool. You are encouraged to save this copy and use it as a reference guide to better health. In addition, Peak Health will send a reminder of your goals midway between your appointments.

Preceeding your LifeForce appointment, be sure to record your planned time away from work in Workday as “LifeForce Time Off.”

Step 4: Establish Your Next LifeForce Appointments

As a participant in the LifeForce Program, you share the responsibility for securing follow-up appointments.

During each LifeForce appointment, you will be given the approximate time frame in which you will need to have your next appointment and complete your next lab work (time frames vary based on LifeForce Phases). One month prior to your appointment, you will be notified by email, inter-office mail, or home address mail of the date, time, and location of your next appointment. Please mark your calendar accordingly.

to and from, as “LifeForce Time Off” in Workday.
2. Click “Register” in the upper-right corner of the RivalHealth homepage.
3. Enter the Promo Code: BBT2013.
4. Complete your profile.
5. Download the RivalHealth app for Apple® and Android™ to gain easy access to your fitness plan (optional).

Step 2: Complete Your First FitIn
Take your first FitIn to calculate your RivalRating and receive your free set of exercise DVDs. View the RivalRating Video to see how to properly complete your FitIn. Your RivalRating will tell you your fitness level relative to national averages for your age and gender.

Step 3: Begin Your Daily Exercise and Nutrition Plan
Check out your dashboard on the RivalHealth website or mobile app and your daily email. Your dashboard shows you a quick view of your nutrition and fitness plans and your fitness progress using your RivalRating. Your daily email contains your LiveFit Plan for the following day. Follow the fitness routines and suggested meal plans as much as possible to achieve your personal goals. View the Getting Started Video for tips on how to use the system and do the workouts.

Step 4: Continue on Your Path to Success
Take your FitIn once every month. Continue to read your daily emails and follow the fitness routines and suggested meal plans as much as possible to achieve your personal goals. For additional information about RivalHealth, visit the Wellness tab on BBTBenefits.com.

For questions regarding the RivalHealth platform, contact RivalHealth at Support@RivalHealth.com or 919-803-6709.

CASE MANAGEMENT PROGRAM
Dealing with health issues is difficult. It can be hard to take several medications, understand your treatment plan for your condition, and stick to the lifestyle changes your physician has recommended. BlueCross BlueShield of North Carolina’s (BlueCrossNC’s) Case Management program can help make this process as easy as possible.

Case Management offers an individualized care plan tailored specifically to your needs that complements and enriches the care already provided by your health care team. Participants are connected with a Case Manager - a registered nurse - who will collaborate with you and your physician to make sure you receive the best care at the right time in the most appropriate place.

Case Managers can:
- Ensure you understand your condition, your treatment options and your doctor’s treatment plan.
- Guide you in methods to improve how you manage your condition day to day.
- Work with your doctors and others on your health care team to assist in coordinating your needs.
- Connect you to community resources that offer additional support.

PROGRAM ELIGIBILITY
You may be chosen for the program if you have one or more of the following health conditions: heart disease, diabetes, cancer, high-risk pregnancy, stroke, organ transplant, renal disease, rare diseases such as multiple sclerosis, or traumatic injuries (other health conditions may also qualify). A Case Manager will reach out to you directly by phone or letter if you are chosen to participate in the program. You will also receive messages from CarePlus regarding the Case Management program.

PROGRAM COSTS
The program does not cost you anything; it is a benefit of the BB&T Medical Program.

CASE MANAGEMENT INCENTIVE PROGRAM
BB&T offers eligible participants a $250 cash incentive if they participate in Case Management and another $250 if they complete Case Management care plans*. “Participation” means developing a care plan with the Case Manager and participating in at least one coaching
session. "Completion" means completing all of the goals in the care plan.
If you or one of your dependents participates, any incentive earned will be included in the associate’s BB&T payroll within one to three payroll cycles following participation/completion.

The incentive program is available to associates, as well as covered spouses and children, who are selected for Case Management services by BlueCrossNC. COBRA members are not eligible to participate.

*Please Note: Case Management participants are eligible to receive one participation cash incentive and one completion cash incentive per plan year.

MORE INFORMATION AND QUESTIONS
If you currently participate in Case Management or have been invited to participate, you can contact Case Management at 1-800-218-5295, press #, then ext. 55547, Monday through Thursday from 8:00 a.m. to 7:00 p.m. EST and Friday from 8:00 a.m. to 5:00 p.m. EST.

GAP IN CARE PROGRAM
Staying on top of your health care needs can be challenging. You may forget to fill a needed prescription or schedule an appointment with your primary care physician for an important medical test. CarePlus’ Gap in Care Program can help identify gaps in your health care coverage based on your medical claims information, remind you to close, and reward your for doing so.

Here is an example of how the Gap in Care Program works:

Anna’s primary care physician recommends that she use a long-acting medication, like an inhaler, for her asthma. Her physician writes her a prescription, but Anna forgets to fill it. Because Anna hasn’t filled this prescription, she has what is known as a “gap in care.”

Based on her medical claims information, CarePlus sends Anna a message to remind her to fill her prescription and, thereby, close her gap in care. Once Anna fills her prescription, she becomes eligible to earn a cash incentive as part of the program.

By closing any identified gaps in care, you can take charge of your health.

PROGRAM ELIGIBILITY
Associates and their spouses who are covered under the BB&T Medical Program may be chosen for the program if their medical claims information shows a gap in care. Eligible participants may be identified for multiple gaps in care in a given plan year.

Please Note: The Gap in Care Program is not open to dependent children.

PROGRAM COSTS
The program does not cost you anything; it is a benefit of the BB&T Medical Program.

GAP IN CARE INCENTIVE PROGRAM
BB&T offers eligible participants a cash incentive if they close an identified gap in care. The average incentive per identified gap is $25. Eligible participants may be identified for multiple gaps in care in a given plan year; participants can earn a cash incentive for each gap in care identified by CarePlus. Participants must be registered with CarePlus Mobile Health in order for the incentive to be processed. Visit the Wellness tab on BBTBenefits.com for registration instructions.

If you or your spouse closes an identified gap in care and follows the CarePlus instructions to indicate the gap has been closed, any incentive earned will be included in the associate’s BB&T payroll within one to three payroll cycles following completion. If you or your spouse closes an identified gap in care and do not follow the CarePlus instructions to indicate the gap has been closed, any incentive earned will be included in the associate’s BB&T payroll three to four months following completion.

The incentive program is available to associates, as well as covered spouses, who are identified for the Gap in Care Program by CarePlus based on BlueCrossNC claims information.
RETIREMENT BENEFITS
for the journey ahead.
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INTRODUCTION

The BB&T Retirement Benefits are part of your Total Compensation package, which extends well beyond your annual income. BB&T offers two plans to help you prepare for retirement:

- The BB&T Corporation 401(k) Savings Plan
- The BB&T Corporation Pension Plan

It is never too early to think about planning for a financially secure future. Did you know that you could spend as much as one-third of your life in retirement?

The timing of your retirement is often determined by the amount of money you have been able to save. The more you save now, the better your chances are of not outliving your money!

When planning for retirement, think specifically about when you would like to retire, where you want to live, how you want to spend your days, and how you want to enjoy special occasions. With these goals in mind, you can estimate the amount of money that will be required to live the way you want in retirement.

Your savings can make all the difference. If you start saving now, even small amounts have the opportunity to compound into big balances over time. When you retire, this could make all the difference between financial security and independence or constant scrimping and worrying.

The more specific you can be about your goals and your expectations for the future, the better you will be at planning.

ELIGIBILITY REQUIREMENTS

BB&T CORPORATION 401(K) SAVINGS PLAN

You are eligible to enroll in the BB&T Corporation 401(k) Savings Plan as soon as you join BB&T as a regular (not temporary or contract) associate. You will become eligible to receive matching company contributions once you have completed one qualifying year of service (12 consecutive months in which you have completed 1,000 hours of service) and have reached age 21. The employer match will begin the month after you meet the eligibility requirements. Associates who join BB&T through an acquisition may have special eligibility rules which may include credit for service at the acquired company.

BB&T CORPORATION PENSION PLAN

You are eligible to participate in the BB&T Corporation Pension Plan once you have completed one qualifying year of service (12 consecutive months in which you have completed 1,000 hours of service) and have reached age 21.

Certain affiliates of BB&T (McGriff Insurance Services, Inc; BB&T Securities, LLC; CRC Insurance Services, Inc.; TAPCO Insurance Underwriters, Inc., CAFO, McGriff, Seibels and Williams, Inc.; AmRisc, LLC; BB&T Insurance Services of California; FBP Insurance Services, LLC; Crump Life Insurance Services, Inc.; J.H. Blades Co, Inc.; and Boston Service Company) do not participate in the Pension Plan.

Associates who join BB&T through an acquisition may have special eligibility rules which may include credit for service at the acquired company.

BB&T CORPORATION 401(K) SAVINGS PLAN

One of the most valuable benefits BB&T offers its associates is the BB&T Corporation 401(k) Savings Plan [BB&T 401(k) Savings Plan]. The BB&T 401(k) Savings Plan is the cornerstone of your retirement planning and has the following features:

- Contributions can be made pre-tax and/or after-tax
- BB&T will match your contributions (other than catch-up contributions) on deferrals up to the deferral limit of $19,000 using a formula based on the company in which you work:
  - CRC Insurance Services, Inc.: Match of 50%
  - McGriff, Seibels and Williams, Inc.: Match of 100% on the first 4% deferred
CONTRIBUTIONS

Contributions can be made on a pre-tax and/or after-tax basis. After-tax contributions in the BB&T 401(k) Savings Plan are classified as Roth contributions. Roth contributions are deducted from your pay after taxes have been withheld. Pre-tax contributions are deducted from your pay before taxes are withheld.

ENROLLING

Before beginning the enrollment process, you must decide:

- How much of your compensation you want to contribute each pay period
- Which funds you want to invest your contributions
- Who you want to designate as your beneficiary(ies)

Once you decide to participate, you can enroll by completing the following steps:

1. First, access Workday to set up how much you would like to contribute and designate your beneficiaries.

2. Next, determine how to invest your money by accessing PlanTrac at BBT.com/MyRetirementPlan. Select Create User ID & Password at the top right and enter your Social Security number, birthday and temporary PIN (Your temporary PIN: last four digits of your SSN and the month and day (MMDD) of your birth). Your PIN expires 90 days after your benefits eligibility date (date of hire). If your PIN has expired, call the Human Systems Service Center at 800-716-2455, option 6, to have your PIN reset.

PIN Example:

The last four digits of your Social Security number: 6789

Your birth date: May 17

Your PIN is: 67890517

If you do not enroll in the BB&T 401(k) Savings Plan when you are first eligible, you can elect to enroll and contribute at any time thereafter. If you enroll by the last day of any month, your contribution will be effective beginning with your first payroll the following month.

You can enroll in the BB&T 401(k) Savings Plan when you enroll in your Flexible Benefits or at any time during the year. Enrollment instructions are located in the “401(k) Savings Plan Enrollment Instructions for Workday and PlanTrac” on BBTBenefits.com. Enrollment instructions are also available in the BB&T Corporation 401(k) Savings Plan Participant Guide on BBTBenefits.com. In addition to enrollment instructions, the BB&T Corporation 401(k) Savings Plan Participant Guide provides Plan highlights and investment information. Review the information about the Plan and follow the directions to enroll.

INVESTING YOUR FUNDS

BB&T offers a variety of investment funds so you can build the portfolio that best suits your investment needs. Information on the investment funds is provided in the BB&T Corporation 401(k) Savings Plan Participant Guide available on BBTBenefits.com.
You can diversify your investments however you choose. After you enroll, you should access PlanTrac at [BBT.com/MyRetirementPlan](http://BBT.com/MyRetirementPlan) to elect the percentage of your contribution you want to invest in each fund. When you are eligible for employer matching contributions, BB&T will invest your matching contributions in the same percentages and same investment funds as your salary deferral contributions.

If you do not make an investment election through PlanTrac, you will be defaulted to the T. Rowe Price Retirement Date Trust that most closely matches the year in which you will turn 65.

You may change your investment fund elections at any time by accessing PlanTrac at [BBT.com/MyRetirementPlan](http://BBT.com/MyRetirementPlan). You may also change your deferral percentage and beneficiary(ies) at any time through Workday.

**ProNvest**

The BB&T 401(k) Savings Plan partners with ProNvest, an independent registered investment advisory firm, to offer participants goal-based advice and money management. If you participate in the BB&T 401(k) Savings Plan, you are eligible to use this voluntary service for retirement planning tools, education, independent investment guidance, investment advice, and professional account management, with no account minimums.

**Specifically, ProNvest provides:**

- Goal-based money management
- Actively-managed accounts
- Lifetime services (pre- and post-retirement)
- Quarterly statements and annual reminders
- Comfort in knowing you are working toward your retirement goals

**To access ProNvest:**

1. Type [BBT.com/MyRetirementPlan](http://BBT.com/MyRetirementPlan) into your Internet browser and press Enter or go to [BBTBenefits.com](http://BBTBenefits.com) and click the “401(k) PlanTrac” Quick Link.
2. Log into PlanTrac.

3. Click on the “Investment Advice” tab at the top of the page.

**ProNvest Will Customize an Investment Plan for You**

ProNvest's tools include a Retirement Planner questionnaire that generally takes 15-20 minutes to complete. Based on your answers to questions regarding your age, current income, current savings, estimated retirement age, and estimated retirement expenses, ProNvest will customize an investment plan for you (in your answers, you may include savings you have outside of the BB&T retirement plans to create a total retirement strategy). ProNvest uses your responses to examine your financial retirement goals and helps you see what you will need to do to meet these goals. Specifically, ProNvest calculates the dollar amount you will need at retirement and assesses the probability you have of reaching that amount.

Based on the results, you can adjust certain factors such as your target retirement date, desired investment strategy, and amount of estimated expenses to increase your probability of successfully attaining your goals. You can also view charts representing ProNvest’s suggestions for how you should allocate your contributions among each fund category of the BB&T 401(k) Savings Plan.

**Take Action**

After you have completed the Retirement Planner, you have two choices. You can use the suggested asset allocation strategy to help you continue to manage your BB&T 401(k) Savings Plan account on your own (“Do-It-Yourself” participant), or you can hire ProNvest to professionally manage your account for a fee (“Do-It-For-Me” participant).

**Do-It-Yourself Participant**

Some participants have the time to manage their own 401(k) accounts and enjoy doing so. The Do-It-Yourself participant will receive no-cost investment advice that can be implemented at the participant’s discretion. For these participants, ProNvest provides planning advice and periodic email updates with suggested portfolio changes. In addition, participants receive quarterly recommendations to help rebalance their accounts as needed and annual reminders to update their
planning. All communications and planning results are stored on secure electronic systems for future retrieval. These participants can also access helpful articles on topics related to retirement investing.

Do-It-For-Me Participant
Some participants do not have the time they would like to devote to reviewing and managing their BB&T 401(k) Savings Plan account. Others simply want to leave the investment decisions to the professionals. These participants may choose to hire ProNvest to professionally manage their BB&T 401(k) Savings Plan account. The Do-It-For-Me participant can elect to have their account actively managed by ProNvest for a half-percent annual fee, charged directly to the participant’s account. Active management includes automatic rebalancing and ongoing account monitoring, in addition to coaching and assistance during the accumulation and distribution phases.

MANAGING YOUR ACCOUNT
You can access your BB&T 401(k) Savings Plan account through PlanTrac at BBT.com/MyRetirementPlan. PlanTrac is available 24 hours a day, seven days a week and allows you to do the following:

■ Check your account balances
■ Change your investment elections
■ Model/initiate a loan
■ Print withdrawal forms

If you have questions about the PlanTrac website, please call the Human Systems Service Center at 800-716-2455, option 6.

Change Investment Elections and Contributions
When you log onto the website to change any of your investment elections, your change will be effective as of the date specified on the website.

You can stop your BB&T 401(k) Savings Plan account contributions at any time through Workday by changing your contribution percentage election to zero. Any contribution changes will become effective the first pay period of the month following the date of your change. If your contributions stop, BB&T’s match stops as well. You can resume contributions at any time through Workday by entering your contribution percentage election.

Loans and Withdrawals
The BB&T 401(k) Savings Plan is intended to help you save money for your retirement. However, BB&T has included plan features that let you borrow money from your BB&T 401(k) Savings Plan account or take a withdrawal while you are working.

Loans
The amount you may borrow for a loan is limited by rules under the tax law. In general, all loans will be limited to the lesser of:

■ $50,000 reduced by your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the loan is made (for example, if you take a $30,000 loan this year and pay it off, the maximum loan available in the next 12 months would be $20,000)
■ 50% of your account balance.

The minimum loan amount is $1,000, and the interest rate will be BB&T prime rate plus 1%. Your account will be charged a $100 administrative fee to process your loan. You may only request one loan per plan year and may only have one outstanding loan at a time. Generally, loans must be repaid through payroll deductions with after-tax dollars over a period of one to five years. Partial pre-payments are not allowed. You can request a loan through PlanTrac at BBT.com/MyRetirementPlan. Loan repayments will begin in the first pay of the month following the loan issuance.

Outstanding 401(k) Loans at Retirement
If you have an outstanding loan balance in the BB&T 401(k) Savings Plan when you retire, you have the following repayment options:

1. Request a total distribution from the Plan, and your loan balance will automatically be reduced to zero and treated as a taxable distribution.
2. Pay off your loan in full.

If you have additional questions about retiree benefits, please call the Human Systems Service Center at 800-716-2455, option 1.
Withdrawals

Withdrawals While You Are Working
In some cases, you may be able to withdraw funds from your BB&T 401(k) Savings Plan account while you are employed. Withdrawals are limited to two per calendar year.

Voluntary Withdrawals Before Age 59½
Voluntary withdrawals (subject to restrictions) may be available from your account. Withdrawals will be subject to mandatory 20% withholding for federal taxes and also withholding for state taxes, where required. If you have a Roth (after-tax) account, your original Roth contributions are not subject to additional withholding. An additional 10% early withdrawal penalty may be imposed by the Internal Revenue Service (IRS) when you file your personal tax return.

Withdrawals After Age 59½
Once you reach age 59½, you may withdraw your entire account balance or any portion thereof, even if you are still employed with BB&T. Withdrawals will generally be subject to mandatory 20% withholding and also withholding for state taxes, where required. If you have a Roth (after-tax) account, your original Roth contributions are not subject to additional withholding. If you have had your Roth account for 5 years or longer, the earnings are also tax-exempt. Because of your age, you will not incur an early withdrawal penalty when you file your personal tax return.

Hardship Withdrawals
Hardship withdrawals may be available for the following reasons:

- Costs directly related to the purchase of your primary residence (not including mortgage payments)
- Prevention of your eviction from or foreclosure on the mortgage of your primary residence
- Home repairs for your primary residence not covered by insurance (not due to normal wear and tear)
- Tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, or your dependents
- Medical expenses that are not covered by insurance for you, your spouse, or your dependents
- Burial or funeral expenses for an immediate family member

Rolling Funds from another Retirement Plan
If you have benefits in another qualified retirement plan or IRA, you may request that they be directly rolled over into the BB&T 401(k) Savings Plan. Qualifying rollover contributions to the Plan are permitted even if age and service requirements for participation have not yet been met. Forms to initiate the rollover are available on BBTBenefits.com.

For more information, refer to the BB&T Corporation 401(k) Savings Plan Summary Plan Description available on BBTBenefits.com.

BB&T 401(K) SAVINGS PLAN AT RETIREMENT
The BB&T 401(k) Savings Plan was designed to provide income for you during your retirement. As a retiree, you will have the opportunity to withdraw funds from the Plan or wait until a future date to make a withdrawal. You will have the option of taking your entire balance out of the Plan in one payment, requesting withdrawals as needed (but no more than two per year, unless you are over age 59½), or setting up recurring payments on a monthly cycle. You may defer your decision on
withdrawals no later than age 70½ when the current tax laws require distributions to begin.

*Note: If your BB&T 401(k) Savings Plan account balance is less than $5,000, you will not have the option of deferring your distribution.*

**BB&T CORPORATION PENSION PLAN**

The BB&T Corporation Pension Plan (BB&T Pension Plan) is designed to help you accumulate income that will support your retirement. The BB&T Pension Plan has the following features:

- 100% of the contributions to the BB&T Pension Plan are made by BB&T.
- You are 100% vested after completing five years of vesting service.
- You can access your benefit as early as age 55, with 10 years of vesting service.

**HOW THE BB&T PENSION PLAN WORKS**

The BB&T Pension Plan is a defined benefit plan funded entirely by BB&T. BB&T funds the Plan on an annual basis. Under this type of plan, your benefit at retirement (or your accrued benefit) is defined using a formula based on your years of credited service and average compensation.

For purposes of the BB&T Pension Plan, your compensation generally is the pay you receive from BB&T including any savings under the BB&T 401(k) Savings Plan or salary reductions under a cafeteria plan. Your compensation includes base pay, overtime pay, commissions, incentive compensation, and bonuses.

As required by law, compensation in excess of certain limits ($280,000 effective January 1, 2019), as adjusted for inflation, is not considered under the Plan.

**Becoming a Participant**

The BB&T Pension Plan is easier to participate in than any other benefit plan BB&T offers. You become a participant on the first day of the year after you have completed one qualifying year of service and have reached age 21 if your subsidiary participates in the Plan. A qualifying year of service is a year in which you work at least 1,000 hours.

**Vesting**

The Plan provides a retirement benefit for vested associates. Vesting means ownership or your entitlement to the benefit you have earned. You are automatically fully vested when the first of the following occurs:

- You complete at least five years of vesting service.
- You reach normal retirement age under the Plan or become eligible to elect early retirement. Note: For vesting purposes, if you completed at least 1,000 hours of service in both your first year of employment and in the plan year which includes the first anniversary of your date of employment, you will receive credit for two years of continuous service.

**Benefit Calculation**

When you retire, the annual normal retirement benefit you receive from the BB&T Pension Plan will be determined using the formula below:

One percent of average annual compensation (the average is determined using your highest compensation during any five consecutive calendar years out of the last 10 years) multiplied by years of service with BB&T in which you have worked at least 1,000 hours (maximum of 35)

Plus

One-half (0.5) percent of average excess compensation multiplied by years of service (maximum of 35)

For example:

You retire at age 65 after completing 35 years of credited service. Your average annual compensation is $20,000. Your benefit is calculated as follows:

$20,000 x 35 = $700,000

Therefore, $7,000 would be your annual benefit from the Plan if you chose a Life Annuity. The average annual compensation of $20,000 is below Social Security Covered Compensation, so no additional calculation is necessary.
**Associate Pension Self-Service Center**
You can calculate your own estimated pension benefit (based on today’s dollars) by accessing BBTBenefits.com and clicking the “BB&T Pension Website” link under Provider Websites. Using the online pension calculator, you can request, view, and print instant estimates. In addition, you can view your personal pension data and access the U.S. Social Security Administration website.

*Note: Rehired associates who have previously received a distribution from the BB&T Pension Plan (monthly or lump sum) and associates who have a Qualified Domestic Relations Order will not have access to the instant estimate portion of the website.*

**Joining BB&T through an Acquisition**
If you are joining BB&T through an acquisition, your service with the acquired company (hire date provided to BB&T by the acquired company) will generally be applied toward the BB&T Pension Plan eligibility requirements and vesting. If you have five years of service with the acquired company, you generally will be vested in the BB&T Pension Plan with an initial pension benefit of zero.

You will be eligible to begin accruing a benefit in the BB&T Pension Plan on your coverage effective date, which is the first day you officially become a BB&T associate. Your coverage effective date will be communicated during your benefits enrollment. Only your service with BB&T counts toward benefit accrual.

*For example:*  
Mary worked six years for a recently acquired company that did not previously have a pension plan. Mary’s previous service with the acquired company (hire date provided to BB&T by the acquired company) will be applied to the BB&T Pension Plan’s eligibility and vesting requirements. Mary’s service with BB&T will apply toward her benefit accrual in the BB&T Pension Plan. Mary’s BB&T service is what is used in the calculation of her pension benefit.

By applying Mary’s previous service for eligibility, Mary does not have to complete one full year of service before she is eligible to participate in the BB&T Pension Plan. Mary is also 100% vested in the BB&T Pension Plan due to having six years of service with the acquired company (if Mary had worked three years for the acquired company, she would have three years applied to the BB&T Pension Plan’s vesting requirements).

When Mary retires, her average annual compensation is $50,000. She has eight years of service with BB&T. Her pension benefit will be calculated as:  
1% x $50,000 x 8 (years of BB&T service) = $4,000 (annual Life Annuity benefit)

**PENSION PAYMENTS AT RETIREMENT**

**Normal or Early Retirement**

*Normal Retirement*
You can elect to retire when you reach your normal retirement age under the Plan, which is the first day of the month on or after attainment of age 65, with at least five years of participation.

*Early Retirement*
You can elect early retirement the first day of the month on or after you reach age 55 and complete at least 10 years of vesting service. Your early retirement date will be the first day of any month after you are eligible for and elect early retirement.

**Applying for Pension Benefits**
When you decide to retire, you must notify Benefits Administration 45-60 days prior to your intended retirement date. To notify Benefits Administration, call the Human Systems Service Center at 800-716-2455, option 1.

You will complete your retirement application over the phone. A calculation of your pension benefits will be requested from our actuary. The calculation will be sent to your home address within 30 days of your retirement date or following your initial contact with the Human Systems Service Center, whichever is later. Payments of your pension benefit will generally begin the first of the month following your retirement date.

**How Your Benefit Is Paid**
Before you begin payments, you choose the form of payment for your benefit. Benefits Administration will provide you with information about the optional
Joint and 100% Survivor Annuity
This annuity provides a monthly payment to you for your lifetime and, after your death, provides the same amount to your beneficiary for their lifetime. If your beneficiary dies before payment to you begins, this method is canceled.

Joint and 75% Survivor Annuity
This annuity provides a monthly payment to you for your lifetime and, after your death, provides 75% of this amount to your beneficiary until their death. If your beneficiary dies before payment to you begins, this method is canceled.

Joint and 50% Survivor Annuity
This annuity provides a monthly payment to you for your lifetime and, after your death, provides 50% of this amount to your beneficiary until their death. If your beneficiary dies before payment to you begins, this method is canceled.

Payments Level with Social Security
This option is available only if you retire before your Social Security Normal Retirement Age (SSNRA). Your Social Security benefit is estimated, and your plan benefit is calculated using your estimated Social Security benefit. Payments from the Plan are higher at first, and then they decrease at your SSNRA. This annuity helps provide a consistent level of total income (Social Security benefit plus Plan benefit) during your early and later retirement years. No benefits are provided after your death. Your Plan benefit will reduce at your SSNRA.

Death Benefits
1. Before benefit payments begin:
   Your spouse (or other named beneficiary) will be entitled to a death benefit if you are vested in the Plan. If you die on or before your earliest retirement date while still employed, your beneficiary will receive a benefit as though you:
   - Terminated employment on your date of death
   - Survived to your earliest retirement date under the Plan
   - Started receiving a Joint and 50% Survivor Annuity
   - Died on the day after your earliest retirement date
If you die on or before your earliest retirement date, but you have already terminated employment, your beneficiary will receive the same benefit as described above with one exception: the date you terminated employment will be used for calculation purposes instead of your date of death.

If you die after your early retirement date, your beneficiary will receive the same benefit they would have received if you had retired on the day before your death and had begun receiving a Joint and 50% Survivor Annuity.

If the total present value of your vested retirement benefit is $1,000 or less, your beneficiary will automatically receive your benefit as a lump sum.

If you name a beneficiary other than a person, the death benefit will be calculated assuming you died leaving a spouse the same age as yourself.

2. After benefit payments begin:

If you die after benefit payments begin, your spouse or other named beneficiary will receive payment according to the method you selected (only joint and survivor elections guarantee death benefit payments to a surviving beneficiary).

DEFINITIONS

DEFINITIONS RELATED TO THE BB&T 401(K) SAVINGS PLAN

The following are definitions of some important terms used when describing the BB&T 401(k) Savings Plan.

Eligibility

Unless your subsidiary has chosen not to participate, all regular (not temporary or contract) associates are eligible to participate in the Plan beginning on the first day of employment. Eligibility for matching contributions begins the first of the month following the completion of one year of service with at least 1,000 hours of service and attainment of age 21. Rehired associates who have previously met the eligibility requirements may participate in the Plan immediately following verification of their eligibility.

Hours of Service

Hours of service include each hour you actually work or hours for which you are entitled to be paid. Examples include vacation, holidays, illness, incapacity (including disability), and jury duty. However, a maximum of 501 hours will be credited for any period during which you are not actually working.

Year of Service

A year of service is generally a plan year during which you complete 1,000 or more hours of service.

Pre-Tax Savings

Pre-tax savings means the money you save is taken out of your compensation before federal and state income taxes are calculated. Therefore, only your reduced compensation is currently subject to federal and state income taxes.

Note: Social Security withholding will be based on your total pay before it is adjusted for any pre-tax savings to this plan.

Roth (After-Tax) Savings

Roth (after-tax) savings means the money you save is deducted from your compensation after federal and state income taxes are calculated.

Compensation

Your contribution is based on your compensation, which includes base pay, overtime pay, bonuses, commissions, and other incentives. Your compensation does not include non-cash income or income received for moving expenses. Compensation under the plan is limited to $280,000 in 2019 due to IRS regulations.

Matching Company Contributions

Once you have met the eligibility requirements for matching contributions, BB&T will match a percentage of your pre-tax or after-tax contributions each pay period. You are only eligible to receive matching contributions while you defer income into the Plan. In addition, there are no matching contributions made on any catch-up contributions you elect.

Vesting

Vesting means ownership or entitlement to the amount in your account. You are always 100% vested
in the value of your before-tax account, Roth, and/or your rollover contributions.

In general, you will always be 100% vested in your employer matching contributions.

**Changing Investment Elections**
You can change the way your future contributions will be invested by logging into PlanTrac at BBT.com/MyRetirementPlan to make your changes. Your changes will be effective as of the date specified on PlanTrac. Changes to future investment elections can be made at any time.

**Redistributing Account Balances**
You can move your existing balance from one fund to another by logging into PlanTrac at BBT.com/MyRetirementPlan. Account balance transfers can be made at any time, but the actual settlement time may vary.

**Adjustments to Your Account**
Your account is updated daily for activity as it occurs.

**ESOP/Company Stock**
The Company stock portion of the BB&T 401(k) Savings Plan is designated as an ESOP (Employee Stock Ownership Plan) as defined under Section 4975(e)(7) of the Internal Revenue Code. BB&T has historically paid a dividend to its shareholders in March, June, September, and December. Participants may elect to have all dividends from BB&T stock reinvested in the BB&T Common Stock Fund or to have the dividends paid in cash. New participants will make the election regarding how their dividend is paid when making investment elections through PlanTrac. Participants can change this election at any time.

**Catch-Up Contributions**
The Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) provides that all associates age 50 and older can defer additional money into the BB&T 401(k) Savings Plan over and above the IRS contribution limit each year. If you are 50 or older, or will turn 50 during the calendar year, you will be eligible to save up to an extra $6,000 in your BB&T 401(k) Savings Plan. The IRS contribution limit is $19,000. Catch-up elections can be made through Workday.

**Account Statements**
Statements are issued quarterly to show how much you have accumulated in each investment fund, along with fund performance data for that statement period. The statement also provides you with information regarding administrative processing requirements for plan enrollment, changes, withdrawals, and loans. You may request a statement for any of the previous four quarters at any time through PlanTrac at BBT.com/MyRetirementPlan.

**DEFINITIONS RELATED TO THE BB&T PENSION PLAN**
The following are definitions of some important terms used when describing the BB&T Pension Plan.

**Covered Compensation**
Covered compensation is the average of the Social Security taxable wage base in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which you attain Social Security retirement age.

**Excess Compensation**
Excess compensation is the amount by which your compensation exceeds Social Security Covered Compensation. For example, if your average compensation was $62,000 and the Social Security Covered Compensation was $61,200, your excess compensation is $800.

**Hours of Service**
Hours of service include each hour you actually work for BB&T or hours for which you are entitled to be paid. Examples include vacation, holidays, illness, incapacity (including disability), jury duty, and authorized Leaves of Absence. However, a maximum of 501 hours will be credited for any period during which you are not actually working.

**Plan Year**
A plan year is the same as a calendar year, from January 1 through December 31.
**Qualifying Year of Service**
Initially, a qualifying year of service is the 12-consecutive-month period, beginning on your date of employment, during which you complete at least 1,000 hours of service. After this initial period, a qualifying year of service is any plan year during which you complete at least 1,000 hours of service.

**Year of Service**
A year of service is any calendar year in which you complete at least 1,000 hours of service (subject to qualifications and exceptions).

**SUMMARY PLAN DESCRIPTIONS**
The Summary Plan Descriptions (SPDs) for the BB&T benefit plans (Health Care Plan and Flexible Benefits Plan; Transportation Spending Account; Disability Program; Life Insurance, Supplemental Life Insurance, Dependent Life and Accidental Death and Dismemberment; Business Travel Accident Insurance; 401(k) Savings Plan; Pension Plan; and General Severance Plan) are located on BBTBenefits.com.

If you have any questions or need a printed copy of an SPD, please contact the Human Systems Service Center at 800-716-2455, option 1.