

## WELCOME

Welcome to Citizens!

Please review the information provided below as you prepare for the start of your employment. The information will help you get off to the best possible start and help make you ready for what's next.

**"It's an exciting time to be a member of the Citizens team and we're excited to have you on board."**

*Bruce Van Saun, Chairman and CEO*

## ONLINE TOOLS AND SYSTEMS

### OKTA (Single Sign On)

Citizens utilizes OKTA single sign on (SSO) to enable you to easily access many of the HR and Corporate systems with the ease of one password.

### Citizens Intranet

Upon logging in to the Citizens network, you will have access to the Citizens intranet which is your key resource to get information and news about what's going on across the organization. You can learn about each of our business lines/departments, get answers to technology questions, hear the latest customer successes, get to know our leaders, quickly access our corporate programs & initiatives, and more.

### HR Systems

HR systems and applications can be found within the Human Resources section on the Citizens intranet. Through OKTA Single Sign-On, you will have access to HR Systems and applications on Day 1.

### myPAY

myPAY is a self-service tool that allows you to perform Human Resources transactions including:

- Report and view timesheets (hourly colleagues)
- Review current and prior paychecks
- Add/update direct deposit
- Review/change W-4 and State Tax information
- Request Paid Time Off

### myCOLLEAGUE INFORMATION

myCOLLEAGUE INFORMATION is a self-service tool that allows you to perform Human Resources transactions including:

- Personal Information: view/update work phone number, personal information such as name, address, phone number.
- Update emergency contact information
- Manager self-service system to complete internal transfers, employment data changes, and process voluntary colleague terminations.

CitizensHR.com provides you access to all human resources information 24/7 from any computer with internet access.

- Pay instructions, schedules, taxes, and FAQs
- Benefit plans and programs
- myTOTALREWARDS personalized tool
- Holiday schedules
- Paid Time Off (PTO) information
- HR policies and procedures
- myDISCOUNTS
- Manager Resources such as Manager Brief newsletter and Manager Onboarding Guide

## CORPORATE PROGRAMS & INITIATIVES

### Ready to be a Citizen: New Colleague Orientation Program

This program provides information on our history, values, and culture, as well as resources and tips for networking and building relationships with other colleagues across the company. During your first week, you will receive an invitation to attend this webinar. NOTE: Components of the program may vary by business line.

### Credo Award Recognition Programs

At Citizens, we appreciate all that our colleagues do for customers, colleagues, communities, and shareholders and are committed to recognizing those efforts on a regular basis. Our multi-tiered recognition program offers all colleagues the opportunity to recognize each other for going above and beyond in living our credo.

### Our Community Commitment: Citizens Helping Citizens

As an essential part of our Credo, we invest in the communities where we live and work.

We focus our giving on areas we believe will help strengthen the economic vitality of our citizens and towns: fighting hunger, providing shelter, teaching money management, and strengthening communities. We call this effort Citizens Helping Citizens. To maximize our impact, we make strategic investments in nonprofit organizations that strengthen the economic vitality of those communities.

There are two ways for you to participate:

- **Matching Gifts Program:** Citizens will match your donations to eligible non-profit organizations on a dollar-for-dollar basis, up to \$1,000 each year.
- **Register your Volunteer Hours:** All colleagues are encouraged to register their volunteer hours to demonstrate our commitment to volunteerism.

*Note: Access to Matching Gifts / Register Hours may take 4 - 6 weeks from your start date*

### myBANK Colleague Banking Program

Let myBANK work as hard as you do.

We value our hardworking colleagues and want to reward you by helping you meet your financial goals faster. myBANK, our colleague banking program, offers you exclusive discounts – saving you hundreds of dollars annually on a range of Citizens' products and services, including:

- Checking and savings
- Credit cards
- Home borrowing
- Student lending

Being a customer is not required; however, when you bank with us, you understand what it means to be a customer and can help us deliver the best possible banking experience for all customers.

### Talent Referral Program

Our talented colleagues are the best source for finding more talent. When you successfully refer a friend to work for Citizens, your friend joins a company that will empower them to reach their full potential and you have a chance to earn a referral bonus.

If you have any questions, contact [HRServiceCenter@citizensbank.com](mailto:HRServiceCenter@citizensbank.com).

## RESOURCES FOR YOU

### ICYMI

Every Friday, colleagues receive ICYMI - our company-wide newsletter - via email. It recaps the week's most important intranet stories, emphasizing critical things you need to know and do in order to be successful in your job and help drive the company's success.

### myCAREER

At Citizens, we are committed to investing in career development because it's critically important to the growth of both individual colleagues and our business. *myCAREER* is an integrated set of resources and tools to help you navigate a successful career, with support and guidance from your manager.

- Visualizations of different paths your career might take at Citizens
- Easy access to current open posted roles
- Success factors for your current job and other jobs that interest you
- Links to learning resources for strengthening your skills

### Social Media: Banking Better Goes Social

Although colleagues do not have access to social media sites at work, Citizens recognizes that you may be participating on social media sites outside of work. The Social Media Guidelines will help you understand how to keep the best interests of the bank in mind when using sites like Facebook, Twitter, YouTube, LinkedIn, blogs, and forums in general, and when interacting with Citizens' official social media pages.

### Colleague Technology Services

The Colleague Technology Services page offers information, tools and frequently asked questions on the technology options that are available to you. The goal is to help colleagues and teams collaborate effectively to get work done.

### Mailbox Tips & Best Use of Email

Outlook is the email application Citizens uses to manage email, calendars, contacts and more. Outlook Management site for information to use this application most effectively.

### Expense Reports & Travel Arrangements

Concur is our online travel and expense report reimbursement system. You will access this site to create travel reimbursement reports, view the user and approver guidelines, set up direct deposit for your expenses, and read the Travel Expense Policy.

### Federal and State Labor Law Posters

All colleagues can read and access regulatory posters on employment rights.

If you have any questions, contact [HRServiceCenter@citizensbank.com](mailto:HRServiceCenter@citizensbank.com).

## NEW COLLEAGUE ESSENTIALS

Below are answers to frequently asked questions that will help with your onboarding experience.

### 1. PERSONAL AND PAYROLL INFORMATION

#### A. Where and how will I access my personal/payroll and HR-related information?

Through OKTA Single Sign-On, you will have access to HR Systems and applications on Day 1.

### 2. TAX FORMS

#### A. Do I need to submit tax forms?

##### Tax Information

##### Federal W-4/State Tax (based on work location)

You will be taxed as single/0 exemptions (automatic default exemptions status) until a Federal W-4/State tax online form is completed in *myPAY*. You are not required to complete an online form, however, if you would like to make a change to your exemptions you are required to make the change via *myPAY*.

**If you would like to make Federal/State tax exemptions adjustments, you may do so by the following:**

- Log into *myPAY*, our self-service HR record platform, where you will find an Income Tax section and online guide.

Colleagues are responsible for requesting tax exemptions changes and verifying accuracy of elections.

##### **When residence state differs from work state:**

Generally, employers must withhold work state income taxes from a colleague's pay regardless of where the colleague lives. Some states, however, have reciprocity agreements with neighboring states that authorize employers to withhold a colleague's residence state income taxes upon receipt of specified forms.

Please note: Reciprocity agreements do not apply to local taxes which may be imposed by your work site locality. Applicable local taxes must be withheld according to local rules, regardless of reciprocal agreements.

If you have questions pertaining to tax withholdings, contact [HRServiceCenter@citizensbank.com](mailto:HRServiceCenter@citizensbank.com).

### 3. PAY

#### A. When do I get paid? Unless otherwise specified, colleagues are paid on a **Friday**.

- **Exempt (salary) colleagues:** exempt from overtime pay if they work over 40 hours a week. Their annual salary is paid on a **biweekly basis**, every other Friday.
- **Non-exempt (hourly) colleagues:** paid an hourly rate and are eligible for overtime pay for time worked over 40 hours per work week. They are paid on a **weekly basis** every Friday. These colleagues must **complete a timesheet in myPAY, and pay is based on the actual hours worked** and submitted for the **previous week**.

#### B. When can I expect to get my FIRST pay?

Although there may be some variables, typically:

- **Exempt (salary) colleagues:** Will receive their first pay the second Friday from their hire date; if they start in the middle of a pay cycle, the first pay will be on the first Friday from their hire date
- **Non-exempt (hourly) colleagues:** Will receive their first pay the second Friday after their hire date. The first pay is based on hours submitted via their timesheet for hours worked the first week of employment (see part 3 A for timesheet submission)

\*Requires login to CitizensHR.com

- Log into CitizensHR.com (once you have access)
- Select “Pay and Rewards” on the top of the screen
- Select “Pay Cycle” and then “Pay Calendars” to see the biweekly and weekly payroll calendar showing the dates you can expect your pay

### C. Am I able to print a copy of my paystub?

Yes, even if you have set up direct deposit, you may print a copy of your paystub by following these steps:

- Log into *myPAY* > Pay History
- Select the paystub you wish to view
- You can save or print the PDF file for future reference

## 4. TIMESHEETS

### A. How do I complete a timesheet if I am a non-exempt (hourly) colleague?

- In order to receive your accurate pay on time, you must complete a timesheet and **submit it by each Sunday at 11:59 pm ET** (unless otherwise communicated due to holiday schedules, upgrades, or other unique situations) when hours worked will be paid to the non-exempt (hourly) colleague on the following Friday.
- As soon as you receive your *myPAY* access (Tuesday of your first week), all time must be reported and submitted daily within the Time & Attendance module

Timesheets can be accessed on *myPAY* (see part 1A). Once you receive your *myPAY* login information, you should immediately visit the site and verify that you can access your timesheet, enter your hours worked, and submit by the deadline.

Here is the path:

*myPAY* > Time & Attendance > My Timesheet

**If you cannot access your timesheet by Thursday of your first week**, email the [HRServiceCenter@citizensbank.com](mailto:HRServiceCenter@citizensbank.com) for assistance/next steps. Representatives are available weekdays from 8:30 am to 5:30 pm ET.

For helpful timesheet information, tips, the Timesheet Policy, FAQs, and forms, go to CitizensHR.com > Pay and Rewards (at the top of the screen) > Time and Attendance.

## 5. DIRECT DEPOSIT

### A. How do I set up direct deposit?

Log into *myPAY* > Direct Deposit.

You may change your direct deposit instructions at any time.

**NOTE: Your direct deposit may take 1-2 pay periods following your submission before it takes effect.** Until then, you will receive a paper paycheck that is mailed to your home address via the U.S. Postal Service.

## 6. BENEFITS

### A. When can I enroll in benefits and when are my benefits effective?

Within your first week, log into CitizensHR.com or use the Benefits Enrollment quick link. You will be able to enroll immediately and have **31 days from your HIRE DATE** to do so. A letter will also be mailed to your home with details on your benefit options and enrollment deadline.

If you enroll by the deadline, your benefits take effect as follows:

- **Full-time colleagues scheduled to work a minimum of 30 hours/week** (eligible for all health care and insurance benefits): first of the month following your date of hire
  - Example 1: Start work on January 15, benefits are effective February 1
  - Example 2: Start work on March 1, benefits are effective April 1
- **Part-time colleagues scheduled to work a minimum of 20 hours/week** (eligible for dental, vision and other supplemental benefits, but not medical): first of the month following 60 days of employment
  - Example 1: Start work on January 1, benefits are effective April 1
  - Example 2: Start work on March 1, benefits are effective May 1

Through CitizensHR.com, you can view benefit plan options, rate charts and calculator tools via the links available under the Benefits & Retirement option (on the top of the screen).

Under "Medical Plans and Enrollment" you will find some important guides including:

- Guide to *myBenefits*
- Health Savings Plan with Health Savings Account
- Adding dependents to your Citizens Health Care Coverage
- You will find other guides and tools under Benefits & Retirement > Health & Insurance to provide information on Dental, Vision, prescription coverage and more

### ***myBenefits* Q&A Session**

Attend a *myBenefits* Question and Answer Session (held the 4<sup>th</sup> Thursday of every month from 10:00-11:00 am). Prior to attending the session, be sure to preview both the Health and Welfare and Retirement Benefit presentations available on CitizensHR to learn about your total rewards package and when/how to enroll. An email invitation will be sent with dial-in instructions to the Q&A session.

If you have challenges enrolling in your benefits, contact the [HRServiceCenter@citizensbank.com](mailto:HRServiceCenter@citizensbank.com).

### **B. How do I enroll in 401(k)?**

You will receive an email from Empower Retirement, the vendor for the CFG Retirement Savings Plan 401(k), notifying you that you can enroll in the 401(k) plan. The email will include a welcome guide and first-time user instructions. As soon as you receive the e-mail, you can enroll in the 401(k) and begin saving for a more secure future.

To learn about the 401(k) plan and enroll, follow these steps:

- Log into CitizensHR.com
- Select "Benefits and Retirement" at the top of the screen
- Select "Retirement and Pension"
- Learn about the 401(k) features by selecting "Retirement Plans" under Retirement and Pension.

**NOTE:** When making your 401(k)-contribution election keep in mind that if you contributed to a 401(k) plan with a prior employer in the current calendar year, you must monitor your contributions to the plan to ensure that you don't exceed the IRS annual contribution limit to avoid additional taxes and penalties.

**401(k) Rollover:** If you have a 401(k) account with a prior employer and would like to roll it over to the Citizens 401(k) plan, call Empower's Rollover Concierge Service Line at 888-737-4480.

## **7. PAID TIME OFF**

### **A. How much Paid Time Off (PTO) will I receive?**

The amount of PTO is based on Officer Title, exemption status, and years of service. You will accrue PTO starting with your first pay period.

View the PTO policy to determine your PTO allotment. This policy

is located on CitizensHR.com.

- Log into CitizensHR.com
- Select "Administration" at the top of the screen
- Select "HR Policies and Procedures"
- Under "Time Away from Work" select "Paid Time Off (PTO)"

Requests to take Paid Time Off are submitted through the time and attendance module in *myPAY*. To access go to *myPAY* > Time and Attendance > Request Time Off

## 8. PERSONAL INFORMATION

### A. How do I update my contact information?

To update your personal information:

- Go to Citizens intranet > Human Resources tab > *myCOLLEAGUE* INFORMATION
- Select "Personal Information" (Note: Some users may have to select "About Me" to access "Personal Information")
- Select "Edit"
- Update
- Click "Save and Close"

## VOLUNTARY SELF-IDENTIFICATION

Citizens is committed to an inclusive environment and a diverse workforce. Citizens invites colleagues to self-identify their gender, ethnicity/race, disability, and veteran statuses in order to comply with the company's federal reporting obligations. **Providing this information is completely voluntary and it will remain confidential.** There are no consequences for providing this information or choosing not to.

If you wish to update your voluntary self-identification status for gender and ethnicity/race that you submitted during the application process, you may do so by completing a voluntary self-identification form and submitting it confidentially on your first day to Payroll Data Servicing at Mail Stop JCC110 or you can update it on-line yourself in the Human Resources system *myCOLLEAGUE* Information on or after your first day of employment.

## Arbitration Agreement

In addition, Citizens has introduced an arbitration process to help resolve workplace disputes more efficiently and effectively. Participation in this arbitration process is mandatory for all new employees and your offer of employment was conditioned on your acceptance of the Arbitration Agreement. As a result of the arbitration agreement, legal employment claims are arbitrated rather than litigated in court. More information about this agreement and the arbitration process is found in the arbitration agreement FAQs.

There are a few exceptions to this agreement to arbitrate, such as claims relating to sexual harassment, (hostile work environment and quid pro quo), gender discrimination, and/or equal pay violations. Additionally, this agreement means that a colleague would resolve their dispute with Citizens on an individual bases and cannot be part of a class action suit against Citizens.

If you have any questions about the Arbitration Agreement that are not addressed in the FAQs, please contact your recruiter prior to your start date or [welcome@citizensbank.com](mailto:welcome@citizensbank.com).

## **ARBITRATION AGREEMENT FAQs**

### **Q. WHAT IS BINDING ARBITRATION?**

**A.** Binding arbitration is a means of resolving a dispute that is private, less formal, less costly and less time- consuming than traditional litigation. The parties agree to submit their dispute to an impartial arbitrator authorized to resolve the dispute by issuing a final and binding award. A matter often proceeds to arbitration in months instead of years it may take to have a case resolved in court.

### **Q. IS AGREEING TO THE ARBITRATION AGREEMENT A JOB REQUIREMENT?**

**A.** **Yes**, all new colleagues must agree to the arbitration agreement as a condition of employment.

### **Q. DOES THIS AGREEMENT APPLY TO INDEPENDENT CONTRACTORS OR VENDORS' EMPLOYEES?**

**A.** No. The Arbitration Agreement only applies to Citizens colleagues.

### **Q. WHERE DOES THE ARBITRATION TAKE PLACE?**

**A.** The arbitration will take place within 50 miles of the colleague's primary work location, typical within the nearest large metropolitan area. The matter is heard in a conference room as opposed to a courtroom.

**Q. WHAT IS THE ARBITRATOR'S ROLE?**

**A.** The arbitrator acts as a private judge, and will make a ruling that is binding on the parties. If deemed necessary because either side does not abide by the ruling, the arbitrator's decision is enforceable in a court.

**Q. WHO WILL THE ARBITRATOR BE?**

**A.** The Arbitrator will be someone agreed to by both the colleague and Citizens. The American Arbitration Association ("AAA") will provide a list of impartial, qualified employment arbitrators in the applicable geographic area.

**Q. HOW DO THE PARTIES SELECT AN ARBITRATOR?**

**A.** AAA simultaneously sends each party a letter containing an identical list of names of arbitrators chosen from AAA's Employment Dispute Resolution Roster. The parties can agree to an arbitrator from that list.

**Q. WHAT HAPPENS IF THE PARTIES ARE UNABLE TO AGREE ON AN ARBITRATOR?**

**A.** If the parties are unable to agree upon an arbitrator, each party has 15 days to cross off names of arbitrators from the list, number the remaining names in order of their preference, and return the list to AAA. AAA then selects the arbitrator in accordance with the order of mutual preference.

**Q. WHAT IS THE COLLEAGUE'S ROLE AT THE ARBITRATION?**

**A.** Although it is more informal than traditional litigation, arbitration is a dispute resolution process. Colleagues, either themselves or through their lawyers, must present their case by calling witnesses and presenting documentary evidence, and making arguments to persuade the arbitrator that he or she should rule in the colleague's favor.

**Q. CAN COLLEAGUES BE REPRESENTED BY A LAWYER?**

**A.** Yes. While colleagues are not required to have a lawyer, they may choose to have one. Colleagues are responsible for paying their lawyers' fees, unless the arbitrator rules under the applicable law that Citizens must pay for the colleague's legal costs and fees at the end of the case.

**Q. CAN EITHER PARTY GET AN ARBITRATION DECISION WITHOUT FIRST NOTIFYING THE OTHER ABOUT THE PENDING CLAIM?**

**A.** No, this is not permitted under AAA's Rules.

**Q. HOW MUCH DOES ARBITRATION COST?**

**A.** Court filing fees in any state or federal jurisdiction can be costly. If a colleague files an arbitration claim under the agreement, the colleague is responsible for paying \$150 toward the cost of arbitration, which is lower than the filing fee for any state or federal court. The remaining cost, which varies depending on the arbitrator's fee, the length of the arbitration, and AAA's fees are paid for by Citizens. Subject to the above, the colleague is responsible for their own attorneys' fees, should they choose to hire one.

**Q. HOW LONG DOES ARBITRATION LAST?**

**A.** It usually takes less than six (6) months for parties to do the necessary discovery and other work to prepare for arbitration. The hearing itself will last anywhere from one day to a week or more. A court proceeding can take years.

**Q. WHAT LAW DOES AN ARBITRATOR APPLY?**

**A.** The Arbitrator follows and applies the same substantive law that a state or federal judge would follow and depends on the nature of the claim and the location where it is filed.

**Q. IS THE PROCESS CONFIDENTIAL?**

**A.** Yes. The proceedings are private and not open to the public. There is no transcript of the proceedings unless one party chooses to incur the expense of obtaining a transcript. All those allowed in the hearing, such as the parties and their lawyers, and witnesses who have completed their testimony, are allowed to hear the testimony of other witnesses, which is given under oath. The final decision of the arbitrator is confidential, unless a party finds it necessary to enforce the decision in court.

**Q. DO COLLEAGUES GIVE UP ANY RIGHTS TO DAMAGES OR AWARDS BY AGREEING TO BINDING ARBITRATION?**

**A.** No. Colleagues do not give up the right to seek and receive, if successful, any monetary amounts or other damages otherwise available from a court.

**Q. CAN ADDITIONAL FEES OR PENALTIES BE IMPOSED AS A RESULT OF THE ARBITRATION AGREEMENT?**

**A.** No. The Arbitration Agreement does not permit the arbitrator to order any penalties, fees or awards against either party that are not otherwise available in Court. For example, the Arbitration Agreement does not have a contractual liquidated damages provision.



**Q. DO COLLEAGUES GIVE UP ANY RIGHTS BY AGREEING TO BINDING ARBITRATION?**

**A.** Yes. Colleagues give up their rights to have their dispute heard by a judge or a jury in the court system. Colleagues also give up their rights to file a class action lawsuit against Citizens.

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**Q. DO COLLEAGUES GIVE UP ANY RIGHTS AVAILABLE FROM GOVERNMENT AGENCIES BY AGREEING TO BINDING ARBITRATION?**

**A.** No. Colleagues do not give up the right to bring a claim before the EEOC or similar state or local agency, OSHA, unemployment compensation, workers compensation and other federal, state and/or local agencies.

**Q. ARE ANY LEGAL CLAIMS EXCLUDED FROM THE ARBITRATION AGREEMENT?**

**A.** Yes. Claims of sexual harassment (hostile work environment and quid pro quo) and/or equal pay violations under federal, state or local laws are excluded from the arbitration agreement. Claims brought by Citizens to enforce a non-solicitation provision of an agreement and/or claims for recoupment of overpayments and/or clawback of compensation may be brought by Citizens in a court or at arbitration. Also, claims that Citizens and the colleague have agreed to arbitrate through another agreement, such as FINRA-related arbitrations, are excluded from this arbitration agreement.

**Q. DOES THIS IMPACT ANY OTHER ARBITRATION AGREEMENTS I HAVE WITH CITIZENS, LIKE THOSE IN FINRA AGREEMENTS OR INCENTIVE PLANS?**

**A.** No. This agreement is secondary to any other arbitration agreement or provision that you agreed to with Citizens.

**Q. DO COLLEAGUES GIVE UP A LOT BY WAIVING THE ABILITY TO JOIN A CLASS ACTION LAWSUIT?**

**A.** Class action cases are very expensive, result in a very long process and very high fees are paid to the attorneys. Colleague can often receive and keep more in damages if they were to file for arbitration than joining a class action.

**Q. HOW DO COLLEAGUES FILE FOR ARBITRATION?**

**A.** Colleagues can file for arbitration by sending written notice, accompanied by a filing fee of \$150 made out to the "American Arbitration Association", by FedEx or certified or registered mail, return receipt requested, to HR Service Center c/o Citizens Financial Group, Inc. HR Shared Services, 1 Citizens Drive – RSD110 Riverside, RI 02915. The written notice must identify and describe the nature of all of the claims asserted and the relevant facts of the claims. Citizens then forwards this filing fee along with Citizens' required fees to AAA.

**Q. WHEN CAN A COLLEAGUE FILE AN ARBITRATION DEMAND?**

**A.** The same laws that govern when lawsuits may be filed govern when arbitration demands may be filed.

**Q. WHAT IF I AM UNHAPPY WITH THE ARBITRATOR'S DECISION - IS THERE ANY APPEAL PROCESS?**

**A.** Under a few limited circumstances, such as after-discovered bias on the part of the arbitrator, arbitrary and capricious decisions, or newly-discovered evidence, a party may ask the arbitrator to reconsider the decision, or appeal to a court to overturn a decision. This applies equally for both the colleague and the Bank.

## ***Mutual Agreement to Arbitrate Employment-Related Disputes***

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This Mutual Agreement to Arbitrate Disputes ("Agreement") is freely and voluntarily made and entered into by and between Citizens Financial Group, Inc., together with any of its subsidiaries, affiliated, related or successor entities, ("Citizens") and each individual employee of Citizens (the "Colleague"). The Colleague and Citizens (collectively, the "Parties") intend that this Agreement govern, to the greatest extent permitted by law, the resolution of all covered disputes, claims and any other matters arising out of or relating to their employment relationship or termination of that relationship.

1. **Mandatory Arbitration.** The Parties agree that any claim, complaint, or dispute related to the Colleague's employment with Citizens and not expressly excluded by this Agreement, regardless of the legal theory, shall be submitted to binding arbitration to be held within fifty (50) miles of the Colleague's primary work location with Citizens and administered by the American Arbitration Association ("AAA") in accordance with AAA's Employment Arbitration Rules ("Rules"), as revised by this Agreement. The Rules are available online at [www.adr.org](http://www.adr.org). If the Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern. The Arbitrator, and not any federal, state, or local court, or agency, shall have exclusive authority to resolve any dispute relating to the enforceability or interpretation of this Agreement and the arbitrability of disputes between the Parties. The enforceability of this Agreement shall be governed by the Federal Arbitration Act. The Arbitrator's decision shall be final and binding. Nothing in this provision shall preclude the Parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction. The Parties further agree that the proceedings, filings and arbitration decisions shall remain closed to any third parties and shall be and shall remain confidential to the greatest extent permitted by law.
2. **Covered Claims.** With the exceptions identified in Section 3 below, this Agreement to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, "claims") that otherwise could be brought in a federal, state, or local court or agency under applicable federal, state, or local laws, arising out of or relating to the Colleague's employment with Citizens and/or the termination thereof, including claims the Colleague may have against Citizens or against its officers, directors, supervisors, managers, employees/colleagues, or agents in their capacity as such or otherwise, or that Citizens may have against the Colleague. The claims covered by this Agreement include, but are not limited to, claims for breach of any fiduciary duty, breach of contract or covenant (express or implied), tort claims, claims for wages, or other compensation due, claims for overpayment of wages or other compensation, claims for wrongful termination (constructive or actual), claims for discrimination or harassment, claims for violation of any federal, state, local or other governmental law, statute, regulation, or ordinance. Claims are covered by this Agreement regardless of whether they have already accrued or will accrue in the future.
3. **Claims Not Covered.** Claims of sexual harassment (hostile work environment and/or quid pro quo), and equal pay violations under Title VII of the Civil Rights Act, the Equal Pay Act or any other federal, state or local law(s) are specifically excluded from this Agreement. In cases where the Colleague has multiple claims, some covered and some not covered, Citizens retains the sole discretion to litigate all claims in a court of competent jurisdiction or bifurcate the claims between court and arbitration. In addition, claims for workers' compensation, unemployment compensation or any other claims that, as a matter of law, the Parties cannot agree to arbitrate or have otherwise agreed to arbitrate through a separate agreement, such as FINRA arbitration matters, are also excluded. Nothing in this Agreement shall preclude the Colleague from filing complaints with the Equal Employment Opportunity Commission, analogous state and local agencies and the National Labor Relations Board. Citizens may, in its sole discretion, file the following claims in a court of competent jurisdiction or pursuant to arbitration under this Agreement (a) claims where the Colleague is a co-defendant with at least one individual or entity not subject to this Agreement, including but not limited to actions seeking injunctive or other equitable or preliminary relief; and (b) claims against the Colleague in a single-plaintiff matter for recoupment of overpayment of compensation and/or claw backs or offsets to compensation.
4. **Waiver of Class Action and Representative Action Claims.** Except as otherwise required under applicable law, the Parties expressly intend and agree that: (a) class action and representative action procedures shall not be asserted, nor will they apply, in any arbitration, court claim or any other judicial proceeding pursuant to this Agreement; (b) each will not assert class action or representative action claims against the other in arbitration or otherwise; and (c) the Parties shall only submit their own, individual claims in arbitration or otherwise and will not seek to represent the interests of any other person. Further, the Parties expressly intend and agree that any claims by the Colleague will not be joined, consolidated, or heard together with claims of any other the Colleague, regardless of whether the Parties can agree to arbitrate the claim or must proceed through another venue. Notwithstanding anything to the contrary in the Rules, and the general grant of authority to the arbitrator of the power to determine issues of arbitrability, the arbitrator shall have no jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between the Parties.
5. **Waiver of Trial by Jury.** The Parties understand and fully agree that by entering into this Agreement to arbitrate; they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

6. Claims Procedure. Arbitration shall be initiated upon the express written notice by the aggrieved party to the other party. The Colleague's notice must be accompanied by a check in the amount of \$150.00 made out to the "American Arbitration Association," which shall serve as the Colleague's filing fee. Written notice of the Colleague's claim shall be mailed by certified or registered mail, return receipt requested, or through other trackable delivery service (e.g., FedEx or UPS) to the HR Services Center c/o Citizens Financial Group, Inc., HR Shared Services, One Citizens Bank Way, Mail Code: JCC110, Johnston, RI 02919 ("Notice Address"). Written notice of Citizens' claim will be mailed to the last known address of the Colleague. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration must be initiated within the same applicable federal and state law time limitations that apply to each claim(s) asserted.
7. Arbitrator Selection. The parties shall select a single Arbitrator to adjudicate the matter through the procedure outlined in the Rules.
8. Bypassing AAA if Administrative Fees Become Excessive. If Citizens concludes that, but for this Agreement, multiple single plaintiff arbitration claims filed could have been brought as a class and/or collective action in state or federal court, and AAA's combined administrative fees for those cases exceed \$50,000, then Citizens shall have the right to forego the use of AAA. In that event, the Parties shall meet and confer to select a mutually agreeable arbitrator. If the Parties are unable to agree upon an arbitrator, then each Party shall select five (5) arbitrators to place on a list. Arbitrators placed on the list must be licensed to practice law in any state (or have previously been licensed and have always been and remain in good standing with their respective bar associations) and who have previously served as a neutral arbitrator for at least one dispute involving an employment matter. Each side shall alternate in striking an arbitrator from the list, with the last remaining arbitrator selected to adjudicate the matter. The parties shall mutually agree or flip a coin to determine which party strikes first. Should the selected arbitrator have a conflict or otherwise refuse or be unable to serve, the arbitrator struck immediately prior shall serve as the arbitrator. The Rules, as amended by this Agreement, shall continue to apply to the greatest extent possible to the arbitration.
9. Discovery. The Rules shall apply with respect to discovery except as revised by this Agreement. The Arbitrator shall have the authority to set deadlines for completion of discovery and decide all discovery disputes.
10. Substantive Law. The Arbitrator shall apply the substantive state or federal law (and the law of remedies, if applicable) as applicable to the claim(s) asserted.
11. Motions. The Arbitrator shall rule on prehearing disputes and may hold prehearing conferences by telephone or in person at the Arbitrator discretion. The Arbitrator shall set deadlines for motions to dismiss and for summary judgment, and set applicable briefing schedules. Such motions are permitted by either party, notwithstanding anything to the contrary in the Rules. The Arbitrator may adjudicate any cause of action, or the entire claim, pursuant to a motion for summary adjudication and in deciding the motion, shall apply the substantive law applicable to the cause of action.
12. Reasoned Decision. Within thirty (30) days of the close of the hearing, the Arbitrator shall issue a written, reasoned and final and binding decision resolving any and all procedural issues and/or substantive matters necessary to conclude the proceedings. By mutual agreement, the Parties may grant the Arbitrator an extension of this deadline.
13. Compelling Arbitration/Enforcing Award. Either party may ask a court to stay any court proceeding, to compel arbitration under this Agreement and to confirm, vacate, or enforce an arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
14. Arbitration Fees and Costs. Citizens shall be responsible for the arbitrator's fees and expenses and AAA's fees, with the exception of the \$150 filing fee. Each party shall pay its own costs and attorneys' fees. If any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees in accordance with the applicable statute. The Arbitrator shall resolve any dispute as to the reasonableness of any fee or cost that may be awarded under this paragraph.
15. Term of Agreement. This Agreement to arbitrate shall survive the termination of the Colleague's employment. It can only be revoked or modified in writing acknowledge or signed by both Parties.

16. Severability. If any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed, and such adjudication shall not affect the validity of the remainder of this Agreement to arbitrate.
17. Consideration. The Parties acknowledge and agree that the mutuality of the obligation to arbitrate all claims, as well as the Colleague's employment and/or continued at-will employment with Citizens following acknowledgment of receipt of this Agreement, are independent, good and valuable consideration to which the Parties were not otherwise entitled.
18. Acceptance of Agreement. Unless otherwise specified in writing by Citizens on or before a colleague's initial employment with Citizens, all offers of employment extended by Citizens on or after May 18, 2018, are conditioned on the Colleague's acceptance of this Agreement. Colleagues hired prior to May 18, 2018, who did not exercise their prior right to opt out, shall accept the terms of this Agreement through their completion of their Business Conduct and Ethics training and the related acknowledgments that reference this Agreement.
19. Employment At-Will. This Agreement is not a guarantee of employment for any period of time and does not change the Colleague's status as an at-will employee/colleague.